No. 16-1150

In The
Supreme Court of the United States

ELSA HALL,
As Personal Representative of the
Estate of Ethlyn Louise Hall and as Successor Trustee of
the Ethlyn Louise Hall Family Trust,

Petitioner,

v.

SAMUEL H. HALL, JR. AND HALL & GRIFFITH, PC

Respondents.

ON WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

JOINT APPENDIX

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Petition for Certiorari filed March 17, 2017
Certiorari granted September 28, 2017

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Relevant Docket Entries

District Court of the Virgin Islands
District of the Virgin Islands (St. Thomas Division)

CIVIL DOCKET FOR CASE #:
3:11-cv-00054-CVG-RM
Hall et al v. Hall et al
Assigned to: District Judge Curtis V. Gomez
Date Filed: 05/09/2011
Date Terminated: 02/04/2015

and

CIVIL DOCKET FOR CASE #:
3:13-cv-00095-CVG-RM
Hall v. Hall
Assigned to: District Judge Curtis V. Gomez
Date Filed: 10/01/2013

Date Filed	-54 Dkt. #	-95 Dtk. #	Docket Text
05/09/2011	1		COMPLAINT against All Defendants (Filing fee $ 350.) filed by Ethlyn Louise Hall, Ethlyn Hall as trustee of the Ethlyn Louise Hall Family Trust. (Attachments: # 1 Exhibit A, 2007 power of attorney, # 2 Exhibit B, 2008 power of attorney, # 3 Exhibit C, 2003 ground lease, # 4 Exhibit D, August 3, 2007 letter, # 5 Exhibit E, Assignment, # 6 Exhibit F, Surrender of 2003 ground lease, # 7 Exhibit G, 2008 ground

		lease, # 8 Exhibit H, closing statement, # 9 Exhibit I, February 1, 2011 capital gains letter, # 10 Exhibit J, 1099-S for ground lease transaction, # 11 Civil Cover Sheet Civil cover sheet, # 12 Summons to Hall & Griffith, PC, # 13 Summons to Samuel H. Hall, Jr.) (Simpson, Andrew) (Main Document 1 replaced on 5/9/2011) (TRH). (Attachment 11 replaced on 5/9/2011) (TRH). (Entered: 05/09/2011)
01/21/2013	32	AMENDED COMPLAINT *filed as of right per Rule 15(a)(1)* against All Defendants filed by Ethlyn Louise Hall, Ethlyn Hall as trustee of the Ethlyn Louise Hall Family Trust. (Simpson, Andrew) (Entered: 01/21/2013)
02/28/2013	43	*Defendants* ANSWER to Complaint with Jury Demand, COUNTERCLAIM against Elsa Emily Hall by Samuel Hall, Hall and Griffth P.C. (Hall, Samuel) Modified on 2/28/2013 (TRH). (Entered: 02/28/2013)

04/10/2013	52		ANSWER to 43 *Counterclaim* by Counter Defendant Elsa Emily Hall. (Simpson, Andrew) (Entered: 04/10/2013)
10/01/2013		1	COMPLAINT against Elsa Emily Hall (Filing fee $ 400 receipt number 0391-462666.)filed by Samuel H Hall, Jr. (Thomas-Griffith, Marie) (Additional attachment(s) added on 10/1/2013 # 1 Civil Cover Sheet) (KAB). (Entered: 10/01/2013)
12/16/2013		8	AMENDED COMPLAINT against Elsa Emily Hall filed by Samuel H Hall, Jr. (Hall, Samuel) (Entered: 12/16/2013)
12/16/2013		11	MOTION to Consolidate Cases by Plaintiff Samuel H Hall, Jr. Motions referred to Magistrate Judge Ruth Miller. (Attachments: # 1 Exhibit A) (Hall, Samuel) (Entered: 12/16/2013)
01/09/2014		15	Opposition to Motion re 11 MOTION to Consolidate Cases filed by Defendant Elsa Emily Hall. (Beckstedt, Carl) (Entered: 01/09/2014)
01/25/2014		19	REPLY to Opposition to Motion re 15 Opposition to Motion, 11 MOTION to Consclidate Cases filed by

			Plaintiff Samuel H Hall, Jr. (Attachments: # 1 Exhibit Exhibit 1 – Excerpts from the November 26, 2013 Deposition of Elsa Hall) (Thomas-Griffith, Marie) (Entered: 01/25/2014)
02/14/2014	151	24	ORDER granting 11 Motion to Consolidate Cases 3:13-cv-95 and 3:11-cv-54. All submissions in the consolidated case shall be filed in case number 3:11-cv-54. (RM) (AO) (Entered: 02/14/2014)
03/17/2014	176	41	TRIAL MANAGEMENT ORDER (RM): Status Conference set for 7/8/2014 at 10:30 AM in Chambers before Magistrate Judge Ruth Miller., Final Pretrial Conference set for 1/13/2015 at 10:30 AM in STT Courtroom 2 before Magistrate Judge Ruth Miller., Trial set for 1/21/2015 at 09:30 AM in STT Courtroom 1 before District Judge Curtis V. Gomez.) Associated Cases: 3:11-cv-00054-CVG-RM, 3:13-cv-00095-CVG-RM (AO) (Entered: 03/17/2014)

11/24/2014	290	151	AMENDED ORDER (RM): The trial of these consolidated matters is RESCHEDULED for January 12, 2015, at 9:00 a.m. before District Judge Curtis V. Gomez (Final Pretrial conference is rescheduled for January 6, 2015, at 11:00 a.m., before Magistrate Judge Ruth Miller; the parties shall file their joint final pretrial order no later than January 5, 2015; the parties shall file their proposed jury instructions, proposed voir dire, proposed verdict form and a trial brief or memorandum pursuant to Local Rule 16.1(c) no later than January 8, 2015.) (This is a TEXT ENTRY ONLY. There is no.pdf document associated with this entry.) Associated Cases: 3:11-cv-00054-CVG-RM, 3:13-cv-00095-CVG-RM (TRH) (Entered: 11/24/2014)
12/24/14	317	177	MOTION to Sever by Plaintiff Elsa Emily Hall. (Attachments: # 1 Exhibit 1, Order from Florida Court, # 2 Text of Proposed Order) Associated Cases: 3:11-cv-00054-CVG-RM,

			3:13-cv-00095-CVG-RM (Simpson, Andrew) (Entered: 12/24/2014)
01/05/2015	334	194	Opposition to Motion re (317 in 3:11-cv-00054-CVG-RM, 177 in 3:13-cv-00095-CVG-RM) MOTION to Sever filed by Defendants Samuel Hall, Hall and Griffith, PC, Counter Claimants Samuel Hall, Hall and Griffith, PC. (Attachments: # 1 2015 January 2 Notice of Appeal) Associated Cases: 3:11-cv-00054-CVG-RM, 3:13-cv-00095-CVG-RM (Thomas-Griffith, Marie) (Entered: 01/05/2015)
01/06/2015	339	199	REPLY to Opposition to Motion re (334 in 3:11-cv-00054-CVG-RM, 194 in 3:13-cv-00095-CVG-RM) Opposition to Motion, filed by Plaintiff Elsa Emily Hall. (Attachments: # 1 Exhibit 1, Last Will of Ethlyn Hall (Florida), # 2 Exhibit 2, Amendment to Trust, # 3 Exhibit 3, email re improper attempt to assert third party complaint) Associated Cases: 3:11-cv-00054-CVG-RM, 3:13-cv-00095-CVG-RM

			(Simpson, Andrew) (Entered: 01/06/2015)
01/15/2015	416	277	JURY VERDICT in favor of defendant Samuel Hall Associated Cases: 3:11-cv-00054-CVG-RM, 3:13-cv-00095-CVG-RM (CAB) (Entered: 01/20/2015)
02/04/2015	420		CLERK'S JUDGMENT (KAB) (Entered: 02/04/2015)
02/04/2015		281	CLERK'S JUDGMENT in favor of Samuel H Hall, Jr against Elsa Emily Hall (KAB) (Entered: 02/04/2015)
03/04/2015		288	Amended MOTION for Judgment NOV by Defendant Elsa Emily Hall. (Attachments: # 1 Exhibit Memorandum in Support of Rule 50 Motion, # 2 Exhibit Exhibit A, # 3 Exhibit Exhibit B) (Bleecker, Michelle) (Entered: 03/04/2015)
03/04/2015		289	Amended MOTION for New Trial *in accordance with rule* 59 by Defendant Elsa Emily Hall. (Attachments: # 1 Exhibit Memorandum in Support of Rule

			59 Motion, # 2 Exhibit Exhibit A, # 3 Exhibit Exhibit B, # 4 Exhibit Exhibit C) (Bleecker, Michelle) (Entered: 03/04/2015)
03/05/2015	426		NOTICE OF APPEAL as to 420 Clerk's Judgment by Elsa Emily Hall. Filing fee $ 505, receipt number 0391-546663. (Simpson, Andrew) (Entered: 03/05/2015)
03/24/2015	435	296	Opposition to Motion re (286 in 3:13-cv-00095-CVG-RM) MOTION for Directed Verdict filed by Defendants Samuel Hall, Hall and Griffith, PC, Counter Claimants Samuel Hall, Hall and Griffith, PC. (Attachments: # 1 Trial Transcript Excerpt – January 12, 2015, # 2 Trial Transcript Excerpt – January 13, 2015, # 3 Trial Transcript Excerpt – January 14, 2015) Associated Cases: 3:11-cv-00054-CVG-RM, 3:13-cv-00095-CVG-RM (Thomas-Griffith, Marie) (Entered: 03/24/2015)

03/31/2015	437	298	Opposition to Motion re (287 in 3:13-cv-00095-CVG-RM) MOTION for New Trial , (289 in 3:13-cv-00095-CVG-RM) Amended MOTION for New Trial *in accordance with rule* 59 filed by Plaintiff Samuel H Hall, Jr. (Attachments: # 1 Exhibit A, # 2 Exhibit B, # 3 Exhibit C) Associated Cases: 3:11-cv-00054-CVG-RM, 3:13-cv-00095-CVG-RM (Thomas-Griffith, Marie) (Entered: 03/31/2015)
04/07/2015	439	300	REPLY to Opposition to Motion re (435 in 3:11-cv-00054-CVG-RM) Opposition to Motion, *Motion for a Directed Verdict* filed by Defendant Elsa Emily Hall. (Attachments: # 1 Exhibit Exhibit A) Associated Cases: 3:13-cv-00095-CVG-RM, 3:11-cv-00054-CVG-RM (Bleecker, Michelle) (Entered: 04/07/2015)
04/14/2015	443	306	REPLY to Opposition to Motion re (437 in 3:11-cv-00054-CVG-RM) Opposition to Motion, filed by Defendant Elsa Emily Hall. Associated Cases: 3:13-cv-00095-CVG-RM,

			3:11-cv-00054-CVG-RM (Bleecker, Michelle) (Entered: 04/14/2015)
04/23/2015	445	307	ORDER (USCA) the appeal is STAYED pending disposition of the two pending motions (426 in 3:11-cv-00054-CVG-RM) Notice of Appeal filed by Elsa Emily Hall Associated Cases: 3:11-cv-00054-CVG-RM, 3:13-cv-00095-CVG-RM (KAB) (Entered: 05/04/2015)
03/30/2016	452	315	ORDER (CVG) The motion for judgment as a matter of law is DENIED; a new trial in the Samuel Hall Action is GRANTED; the motion for attorneys fees and costs is DENIED insofar as it seeks recovery in the Trust Action; the motion for attorneys fees and costs is MOOT insofar as it seeks recovery in the Samuel Hall Action; and by no later than 3:00 PM on Monday, April 11, 2016, Samuel Hall and Hall & Griffith, P.C., shall, to the extent they wish to do so, submit an amended bill of costs in the

			Trust Action. (AFS) (Entered: 03/30/2016)
04/10/2016	454	316	MOTION for Reconsideration re (452 in 3:11-cv-00054-CVG-RM, 452 in 3:11-cv-00054-CVG-RM, 452 in 3:11-cv-00054-CVG-RM, 452 in 3:11-cv-00054-CVG-RM, 315 in 3:13-cv-00095-CVG-RM, 315 in 3:13-cv-00095-CVG-RM, 315 in 3:13-cv-00095-CVG-RM, 315 in 3:13-cv-00095-CVG-RM) Order on Motion for Judgment NOV, Order on Motion for New Trial, Order on Motion for Attorney Fees by Plaintiff Samuel H Hall, Jr. (Attachments: # 1 Text of Proposed Order Proposed Order) Associated Cases: 3:11-cv-00054-CVG-RM, 3:13-cv-00095-CVG-RM (Thomas-Griffith, Marie) (Entered: 04/10/2016)
03/22/2017	460	357	MANDATE as to (426 in 3:11-cv-00054-CVG-RM) Notice of Appeal filed by Elsa Emily Hall (Attachments: # 1 Opinion dd 2/10/2017, # 2 Judgment dd 2/10/2017) Associated Cases: 3:11-cv-00054-CVG-RM,

			3:13-cv-00095-CVG-RM (KAB) (Entered: 03/23/2017)
03/30/2017	463	376	ORDER (CVG) Samuel Hall's motion to reconsider docketed in at ECF Number 454 is DENIED. (BRW) (Entered: 03/30/2017)
04/05/2017		407	Minute Entry for proceedings held before District Judge Curtis V. Gomez: Jury trial held on 4/5/2017. (Court Reporter Chandra Kean.) (Attachments: # 1 Exhibit Sheet, # 2 Exhibit continuation of exhibit sheet) (CAB) (Entered: 04/05/2017)
04/06/2017		417	JURY VERDICT in favor of plaintiff (CAB) (Entered: 04/10/2017)

General Docket

Third Circuit Court of Appeals

Court of Appeals Docket #: 15-1564

Elsa Hall v. Samuel Hall, et al.

03/10/2015	CIVIL CASE DOCKETED. Notice filed by Appellant Elsa Hall in District Court No. 3-11-cv-00054. (SB)
03/31/2015	ECF FILER: Motion filed by Appellees Samuel Hall and Hall & Griffith PC to dismiss case or Stay Appeal. Certificate of Service dated 03/31/2015. SEND TO MERITS – [Edited 05/24/2016 by SLC] (MET)
04/10/2015	ECF FILER: Response filed by Appellant Elsa Hall to Motion to dismiss case for lack of jurisdiction. Certificate of Service dated 04/10/2015. SEND TO MERITS – [Edited 05/24/2016 by SLC] (ACS)
04/15/2015	ECF FILER: Reply by Appellees Samuel Hall and Hall & Griffith PC to Response Motion to dismiss case for lack of jurisdiction, Response, filed. Certificate of Service dated 04/15/2015. SEND TO MERITS – [Edited 05/24/2016 by SLC] (MET)
04/23/2015	CLERK ORDER – RULE 4(a)(4) staying case pending disposition of post decision motion(s). (SLC)
05/24/2016	ORDER (CHAGARES, GREENAWAY JR. and RESTREPO, Circuit Judges) referring to the merits panel the Motion to dismiss appeal filed by Appellees Samuel Hall and Hall & Griffith PC,

	Response filed by Appellant Elsa Hall and Reply by Appellees Samuel Hall and Hall & Griffith PC. The Clerk is directed to issue a briefing schedule in this matter. The parties are directed to address the issue of this Court's jurisdiction in their briefs, filed. Panel No.: GCO-003. Restrepo, Authoring Judge. (SLC)
06/02/2016	ECF FILER: Second Motion filed by Appellees Samuel Hall and Hall & Griffith PC to dismiss case for lack of jurisdiction. Certificate of Service dated 06/02/2016. SEND TO MERITS – [Edited 07/13/2016 by SLC] (MET)
06/02/2016	ECF FILER: Response filed by Appellant Elsa Hall to Motion to dismiss case for lack of jurisdiction. Certificate of Service dated 06/02/2016. SEND TO MERITS – [Edited 07/13/2016 by SLC] (ACS)
06/08/2016	ORDER (Clerk) referring to a motions panel the Motion to Stay Briefing Schedule, Response, Motion to Dismiss, and Response. The briefing schedule is hereby temporarily stayed pending the Court's decision on the motion to stay the briefing schedule and the motion to dismiss the appeal for lack of jurisdiction. If the motion to dismiss the appeal for lack of jurisdiction is denied or referred to the merits panel, Appellant's brief and appendix must be filed within 30 days of the date of the order referring the motion, filed. (SLC)

06/09/2016	ECF FILER: Reply by Appellees Samuel Hall and Hall & Griffith PC to Response Response, Motion to dismiss case for lack of jurisdiction, filed. Certificate of Service dated 06/09/2016. (MET)
07/13/2016	ORDER (CHAGARES, GREENAWAY JR. and RESTREPO, Circuit Judges) denying Motion by Appellees to stay the briefing schedule. The temporary stay is lifted. The second motion by Appellee to dismiss appeal and Appellant's response thereto are referred to the merits panel. Appellant's brief and appendix must be filed and served within 30 days from the date of this order. The parties are directed to address jurisdiction in their briefs, filed. Panel No.: GCO-030. Restrepo, Authoring Judge. (SLC)
12/12/2016	ARGUED on Monday, December 12, 2016 in St. Thomas, USVI. Panel: CHAGARES, JORDAN and HARDIMAN, Circuit Judges. Andrew C. Simpson arguing for Appellant Elsa Hall; Marie E. Thomas-Griffith arguing for Appellees Samuel Hall, Hall & Griffith PC, (CMH)
2/10/2017	NOT PRECEDENTIAL OPINION Coram: CHAGARES, JORDAN and HARDIMAN, Circuit Judges. Total Pages: 8. Judge: JORDAN Authoring. Samuel also filed a motion to strike the Estate's brief and appendix. Because we are

	dismissing for lack of jurisdiction, we do not consider that motion. (KR)
2/10/2017	JUDGMENT, Ordered and Adjudged by this Court that the appeal is dismissed for lack of jurisdiction. All of the above in accordance with the opinion of this Court. The parties are to bear their own costs. (KR)
03/22/2017	MANDATE ISSUED, filed. (SLC)
03/24/2017	NOTICE from U.S. Supreme Court. Petition for Writ of Certiorari filed by Elsa Hall on 03/17/2017 and placed on the docket 03/23/2017 as Supreme Court Case No. 16-1150. (CND)

IN THE DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS AND ST. JOHN

ELSA HALL, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF ETHLYN LOUISE HALL AND AS SUCCESSOR TRUSTEE OF THE ETHLYN LOUISE HALL FAMILY TRUST, PLAINTIFF, V. SAMUEL H. HALL, JR. AND HALL & GRIFFITH, P.C., DEFENDANTS.	CIV. NO. 3:11-CV-54 ACTION FOR DAMAGES AND FOR AN ACCOUNTING JURY TRIAL DEMANDED

COMPLAINT

(Filed Jan. 21, 2013)

COMES NOW Plaintiff, Elsa Hall as Personal Representative of the Estate of Ethlyn L. Hall and as successor trustee of The Ethlyn Louise Hall Family Trust, and respectfully avers:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 as the parties are of diverse citizenship and the amount in controversy exceeds $75,000.

2. The District of the Virgin Islands is an appropriate venue as both defendants are citizens of the U.S. Virgin Islands and a substantial part of the events giving rise to this claim occurred within the U.S. Virgin Islands.

PARTIES

3. Ethlyn Louise Hall permanently resided and was domiciled in the State of Florida from April 23, 2011 until her death on May 5, 2012. During that period, she was a citizen of the State of Florida.

4. Until her death, Ethlyn Louise Hall was the sole trustee of The Ethlyn Louise Hall Family Trust (hereinafter the "Trust"), an inter vivos trust dated December 15, 2010 as amended from time to time.

5. Plaintiff Elsa Hall permanently resides and is domiciled in the State of Florida.

6. Elsa Hall is the successor trustee of the Trust as, in accordance with the express terms of the trust, she became the sole trustee of the Trust upon the death of Ethlyn Louise Hall.

7. As of December 15, 2010, The Trust became the legal owner of the tangible and intangible real and personal property of Ethlyn Louise Hall.

8. On April 22, 2011, Ethlyn Louise Hall executed a document specifically transferring to the Trust all intangible property she owned, and specifically included any and all causes of action she had "against her son, Samuel H. Hall."

9. As successor trustee, Elsa Hall is authorized to pursue all claims belonging to the Trust.

10. The last will and testament of Ethlyn Louise Hall named her daughter, Elsa Emily Hall, as her Personal Representative.

11. The last will and testament of Ethlyn Louise Hall bequeathed "the rest and residue of my property real, personal and mixed of every kind and nature wheresoever situated" to the Trust.

12. On May 11, 2012, Elsa Hall filed a petition for administration of the Estate of Ethlyn L. Hall in the Probate Division of the Circuit Court for Miami-Dade County, Florida and the matter was assigned case no. 12-1741 CP 05.

13. As Personal Representative, Elsa Hall has the legal authority to pursue all claims belonging to the Estate of Ethlyn L. Hall.

14. Defendant Samuel H. Hall, Jr. ("Defendant Hall") is a citizen of St. Thomas, U. S. Virgin Islands.

15. Hall & Griffith, P.C. ("Defendant Hall & Griffith") is a citizen of St. Thomas, U.S. Virgin Islands. It is incorporated in the Virgin Islands as a professional corporation. Its principal place of business is in St. Thomas, U.S. Virgin Islands.

16. Defendant Hall is a principal of Defendant Hall & Griffith.

FACTUAL BACKGROUND

17. Ethlyn Louise Hall is the mother of the Defendant Hall and Plaintiff Elsa Hall.

18. Defendant Hall served as Ethlyn Louise Hall's attorney for over twenty years and in that capacity served as her trusted advisor and agent on all of her business matters.

19. At all times relevant hereto, Defendant Hall and/or Hall & Griffith, P.C. acted as attorney and/or agent of Ethlyn Louise Hall.

20. On August 4, 2007, Ethlyn Louise Hall allegedly signed a Power of Attorney in favor of Defendant Hall, a copy of which is a part of the record of this matter as Doc. No. 1-1. This document was not notarized.

21. On August 13, 2008, Ethlyn Louise Hall allegedly signed another Power of Attorney in favor of Defendant Hall, which was notarized by Defendant Hall's law partner, Marie Thomas-Griffith, also a principal of Defendant Hall & Griffith. A copy of the August 13, 2008 Power of Attorney is a part of the record in this matter as Doc. No. 1-2.

22. Both of the powers of attorney (Doc. Nos. 1-1 and 1-2) were prepared by Defendant Hall as a part of his legal practice and were done in his capacity as an attorney acting on behalf of Ethlyn Louise Hall.

23. At all material times, until approximately April 19, 2002, Ethlyn Louise Hall was the owner of the plot of land known as Parcel 17, Estate Peter Bay, St. John.

24. On or about April 19, 2002, Ethlyn Louise Hall subdivided Parcel 17 into seven separate subplots, (Parcels 17-1 through 17-7) with certain

separate plots to be gifted to her children and/or grandchildren.

25. On April 19, 2002, Ethlyn Louise Hall executed a Deed of Gift granting Defendant Hall the real property described as follows:

    Parcel No. 17-5, Estate Peter Bay, No. 2aa Maho Bay Quarter, St. John, U. S. Virgin Islands consisting of 1.161 acre, more or less.

26. On the same date, Ethlyn Louise Hall made the following gifts:

    a. Parcel 17-2 to her daughter Elsa Hall;

    b. Parcel 17-4 to her daughter Phyllis Hall Brin; and

    c. Parcel 17-6 to her granddaughter Yassin Hall Young.

27. Defendant Hall represented Ethlyn Louise Hall in the aforementioned transactions, drawing up the legal documents to accomplish the gifts and recording same.

28. From April 19, 2002, until December 15, 2010, Ethlyn Louise Hall was the owner of the plot of land known as Parcel 17-7, Estate Peter Bay on St. John, U.S. Virgin Islands.

29. On December 15, 2010, Ethlyn Louise Hall transferred all of her property, including Parcel 17-7, Estate Peter Bay, to the Trust.

30. On January 24, 2003, Ethlyn Louise Hall, as Landlord, entered into a Ground Lease ("2003 Ground Lease") with Andrews St. John Trust, as

Tenant (hereinafter "Andrews"), wherein Ethlyn Louise Hall leased Parcel No. 17-7 to Andrews for a period of fifty years, with Andrews to design and build two cottages at Andrews' sole expense – the first cottage of approximately 24 feet by 24 feet on Parcel 17-6 owned by Yassin Hall Young (the "First Cottage") and the second cottage of approximately 24 feet by 24 feet on Parcel 17-4 owned by Phyllis Hall Brin (the "Second Cottage").

31. The Lease provided that if the First Cottage was not completed within two years from the date of the Lease, Andrews was to pay rent of $5,000 per month ($2,500 to Yassin Hall Young and $2,500 to Phyllis Hall Brin) until the date of completion, and if the Second Cottage was not completed within four years of the date of the Lease, Andrews was to pay $2,500 per month to Phyllis Hall Brin

32. Additionally, if the two cottages were not completed, Ethlyn Louise Hall, Phyllis Hall Brin and Yassin Hall Young retained the right to seek injunctive relief and to sue for specific performance and would be granted a first priority lien on any improvements constructed on Parcel 17-7 by Andrews and on any income derived by Andrews from the use and enjoyment of Parcel 17-7.

33. A complete copy of the 2003 Ground Lease is a part of the record of this case as Doc. No. 1-3.

34. Pursuant to the terms of the 2003 Ground Lease, Andrews was also obligated to reimburse Ethlyn Louise Hall for all property taxes on Parcel 17-7,

including all property taxes on any improvements thereon.

35. The 2003 Ground Lease was drafted by Defendant Hall, as attorney for Ethlyn Louise Hall.

36. Defendant Hall, in his capacity as attorney for Ethlyn Louise Hall, managed the collection of rent under the terms of the 2003 Ground Lease; the reimbursement of property taxes to Ethlyn Louise Hall; and the construction of the two cottages.

37. On August 3, 2007, Defendant Hall drafted, and Ethlyn Louise Hall allegedly signed, a document asserting her agreement to allow Defendant Hall to halt or postpone construction on the cottage at Parcel 17-4, owned by Phyllis Hall Brin, and to reprogram the money from the 2003 Ground Lease that was to be utilized in the building of that cottage in favor of the construction of a house on Parcel 17-5 owned by Defendant Hall. This document states that the consideration for this agreement was to permit Defendant Hall "to complete his home in order to expedite his assistance of me in my future care on St. John." A copy of this document is a part of the record in this matter as Doc. No. 1-4.

38. The next day, on August 4, 2007, Defendant Hall drafted, and Ethlyn Louise Hall allegedly signed, an Assignment wherein Ethlyn Louise Hall assigned all of her interest in the 2003 Ground Lease to Defendant Hall in consideration for his "assistance with her future care and upkeep". A copy of said Assignment is a part of the record in this matter as Doc. No. 1-5.

39. At the time of the alleged execution of Doc. Nos. 1-4 and 1-5,, Defendant Hall was Ethlyn Louise Hall's attorney.

40. At no time did Defendant Hall ever provide Ethlyn Louise Hall with an accounting of the rent collected under the 2003 Ground Lease; nor did he account for or otherwise explain to Ethlyn Louise Hall how funds were spent on the construction of the cottages or on Defendant Hall's house under the terms of the 2003 Ground Lease.

41. Defendant Hall also failed to account for funds received for the reimbursement of property taxes on Plot 17-7.

42. Defendant Hall failed to advise Ethlyn Louise Hall as to any income he received on her behalf so that she could properly report same to the Virgin Islands Internal Revenue Bureau for the appropriate year when the income was received. Either the Trust or the Estate of Ethlyn L. Hall are responsible for any back taxes, penalties and interest owed as a result of such failure.

43. In August 2010, Ethlyn Louise Hall sent letters to Defendant Hall requesting that he provide her with a complete accounting of her financial obligations with regard to Parcel 17-7, and requesting information on the reimbursement of the property taxes paid on Parcel 17-7. Defendant Hall failed to respond to Ethlyn Louise Hall's requests for information.

44. In approximately March 2011, Ethlyn Louise Hall learned that on or about October 28, 2009 Defendant Hall, purporting to act "individually

and as attorney-in-fact for" Ethlyn Louise Hall, entered into an "Early Termination of Lease, Mutual Release and Estoppel Certificate" ("Release") with Andrews, releasing Andrews from any further obligation under the terms of the 2003 Ground Lease. A copy of the Release is a part of the record in this matter as Doc. No. 1-6. Ethlyn Louise Hall was not aware of this transaction at the time that Defendant Hall entered into it in October 28, 2009.

45. In approximately March 2011, Ethlyn Louise Hall learned that Defendant Hall, acting as attorney in fact for Ethlyn Louise Hall, entered into a Lease Agreement dated December 2, 2008 ("2008 Lease") with Talton Family Trust ("Talton") leasing Parcel 17-7 to Talton for a period of 75 years, with rent payment to be a lump sum of $800,000, payable to Defendant Hall, as "agent and attorney in fact" for Ethlyn Louise Hall, and obligating Talton to reimburse Ethlyn Louise Hall for all property taxes on Parcel 17-7. A copy of the 2008 Lease is a part of the record in this matter as Doc. No. 1-7. Ethlyn Louise Hall was not aware of this transaction when Defendant Hall signed it on December 2, 2008.

46. According to a Closing Statement signed by Defendant Hall as attorney in fact for Ethlyn Louise Hall,, Defendant Hall received, on Ethlyn Louise Hall's behalf, a total of $1,070,000 ($270,000 paid by Jack Andrews between November 6, 2003 and November 23, 2007 and $800,000 paid by Jack Andrews and David Talton between January 14, 2008 and February 23, 2010). A copy of the

closing statement is a part of the record in this matter as Doc. No. 1-8.

47. As of this date, Ethlyn Louise Hall has received no funds for monies collected under the 2003 Ground Lease and the 2008 Lease.

48. Defendant Hall has not provided an accounting to Ethlyn Louise Hall with regard to the $1,070,000 allegedly collected on her behalf at the closing of the lease transaction on February 19, 2010 and Ethlyn Louise Hall is unaware of the location of those funds.

49. Despite Defendant' Hall's promise to Ethlyn Louise Hall to provide for her and assist in her care on St. John, Defendant Hall failed to provide Ethlyn Louise Hall with adequate monetary assistance for her needs.

50. In early February 2011, Ethlyn Louise Hall received a letter from Defendant Hall dated February 1, 2011, informing Ethlyn Louise Hall that the Lease on Parcel 17-7 generated a capital gain in 2010 totaling $1,070,000 that was subject to a capital gains tax of 15%. A copy of this letter is a part of the record in this matter as Doc. No. 1-9. In the letter, Defendant Hall acknowledged that he, Phyllis Hall Brin and Yassin Hall Young all benefitted from these funds, through the building of their houses on Parcels 17-5, 17-4 and 17-6, respectively, but stated that Ethlyn Louise Hall must pay the capital gains tax on the amount in full and Defendant Hall and the other beneficiaries would reimburse Ethlyn Louise Hall for their respective shares received as a "gift" from Ethlyn Louise Hall.

51. The February 1, 2011 letter was the first notice to Ethlyn Louise Hall that she had any capital gain or other income in 2010 from the Parcel 17-7.

52. Defendant Hall, through Defendant Hall & Griffith, generated a Form 1099-S stating that Ethlyn Louise Hall received gross proceeds of $1,070,000 on February 19, 2010. A copy of the Form 1099-S is a part of the record in this matter as Doc. No. 1-10.

53. Defendant Hall asserts that the funds from the 2003 Ground Lease that he received through the August 3, 2007 Agreement (Doc. No. 1-4) and the August 4, 2007 Assignment (Doc. No. 1-5) were a gift to him from Ethlyn Louise Hall.

54. Despite continuing requests to Defendant Hall that he provide a full accounting of all funds collected and expended on Ethlyn Louise Hall's behalf, Defendant Hall has failed to provide the requested documents.

55. Despite continuing requests that Defendant Hall and Defendant Hall and Griffith turn over a complete copy of Ethlyn Louise Hall's files, Defendants have refused to do so.

COUNT I – BREACH OF FIDUCIARY DUTY ARISING OUT OF ATTORNEY-CLIENT RELATIONSHIP

56. By virtue of Defendant Hall's attorney-client relationship with Ethlyn Louise Hall, he and his law firm Hall and Griffith, P.C. were Ethlyn Louise Hall's agent at all material times alleged in this complaint.

57. As Ethlyn Louise Hall's agent, Defendants owed Ethlyn Louise Hall an absolute duty of loyalty and had a fiduciary duty to act in Ethlyn Louise Hall's best interests.

58. Defendants breached their fiduciary duty to Ethlyn Louise Hall:

a. by failing to maintain adequate records of all transactions entered into on behalf of Ethlyn Louise Hall;

b. by failing to provide Ethlyn Louise Hall with an accounting of all monies collected and expended on her behalf;

c. by failing to maintain communication with Ethlyn Louise Hall;

d. by altering the terms of or canceling contracts to which Ethlyn Louise Hall was a party without consulting her and obtaining her consent beforehand;

e. by entering into agreements with Ethlyn Louise Hall with regard to her assets that benefitted Defendant Hall personally (inherent conflict of interest);

f. by failing to collect monies due Ethlyn Louise Hall under the terms of the 2003 Ground Lease;

g. by failing to account for funds collected under the terms of the 2003 Ground Lease and the 2008 Lease;

h. by failing either to structure Ethlyn Louise Hall's financial transactions to avoid

unnecessary tax obligations or to obtain appropriate guidance from a tax expert so that Ethlyn Louise Hall's tax obligations could be minimized;

i. by failing to keep Ethlyn Louise Hall informed as to the actions Defendants took that were purportedly on behalf of Ethlyn Louise Hall so that Ethlyn Louise Hall could make appropriate financial and tax plans;

j. by failing to properly safeguard Ethlyn Louise Hall's property; and

k. by failing to act solely in the interest of Ethlyn Louise Hall.

59. Ethlyn Louise Hall sustained damage, in the nature of property damage, due to Defendants breaches of their fiduciary duties.

60. By virtue of the transfer of all of Ethlyn Louise Hall's property to the Trust, the Trust is the owner of Ethlyn Louise Hall's cause of action under Count I and successor trustee Elsa Hall is the proper party to assert such a cause of action. Alternatively, to the extent that the cause of action is not assignable or the law of the case holds that the cause of action under Count I remained the property of Ethlyn Louise Hall at the time of her death, then Elsa Hall in her capacity as the Personal Representative of the Estate of Ethlyn L. Hall is the owner of the cause of action and the proper party to assert it.

61. The exact amount of the damages is unknown at this time due to Defendants refusal to render an accounting. However, such damages include all

sums that Defendants have collected on behalf of Ethlyn Louise Hall and all sums necessary to hold her harmless from the tax consequences of Defendants conduct and misconduct.

62. Plaintiff is also entitled to a judgment ordering Defendants to turn over to her all of Ethlyn Louis Hall's property, including her legal files, maintained by Defendants.

63. Plaintiff is entitled to punitive damages due to Defendants breaches of fiduciary duties.

COUNT II – BREACH OF FIDUCIARY DUTY ARISING OUT OF POWER OF ATTORNEY

64. By virtue of Defendant Hall's claim to act under the authority of a power of attorney from Ethlyn Louise Hall, Defendant Hall was Ethlyn Louise Hall's agent at all times that he acted under such claim of authority.

65. As Ethlyn Louise Hall's agent, Defendant Hall owed Ethlyn Louise Hall an absolute duty of loyalty and had a fiduciary duty to act in Ethlyn Louise Hall's best interests.

66. Defendant Hall breached his fiduciary duty to Ethlyn Louise Hall:

a. by failing to maintain adequate records of all transactions entered into on behalf of Ethlyn Louise Hall;

b. by failing to provide Ethlyn Louise Hall with an accounting of all monies collected and expended on her behalf;

c. by failing to maintain communication with Ethlyn Louise Hall;

d. by altering the terms of or canceling contracts to which Ethlyn Louise Hall was a party without consulting her and obtaining her consent beforehand;

e. by entering into agreements with Ethlyn Louise Hall with regard to her assets that benefitted him personally (self-dealing);

f. by failing to collect monies due Ethlyn Louise Hall under the terms of the 2003 Ground Lease;

g. by failing to account for funds collected under the terms of the 2003 Ground Lease and the 2008 Lease;

h. by failing either to structure Ethlyn Louise Hall's financial transactions to avoid unnecessary tax obligations or to obtain appropriate guidance from a tax expert so that Ethlyn Louise Hall's tax obligations could be minimized;

i. by failing to keep Ethlyn Louise Hall informed as to the actions Defendant Hall took that were purportedly on behalf of Ethlyn Louise Hall so that Ethlyn Louise Hall could make appropriate financial and tax plans;

j. by failing to properly safeguard Ethlyn Louise Hall's property;

k. by failing to act solely in the interest of Ethlyn Louise Hall; and

l. by failing to provide necessary funds for Ethlyn Louise Hall's care and living expenses.

67. Ethlyn Louise Hall has sustained damages, in the nature of property damages, due to Defendant Hall's breach of his fiduciary duty.

68. The exact amount of Ethlyn Louise Hall's damages is unknown at this time due to Defendant Hall's refusal to render an accounting [] and all sums necessary to hold her harmless from the tax consequences of Defendant Hall's conduct and misconduct.

69. By virtue of the transfer of all of Ethlyn Louise Hall's property to the Trust, the Trust is the owner of Ethlyn Louise Hall's cause of action under Count II and successor trustee Elsa Hall is the proper party to assert such a cause of action. Alternatively, to the extent that the cause of action is not assignable or the law of the case holds that the cause of action under Count II remained the property of Ethlyn Louise Hall at the time of her death, then Elsa Hall in her capacity as the Personal Representative of the Estate of Ethlyn L. Hall is the owner of the cause of action and the proper party to assert it.

70. Plaintiff is also entitled to a judgment ordering Defendant Hall to turn over to her all of Ethlyn Louis Hall's property, including her legal files, maintained by Defendant Hall

71. Plaintiff is entitled to punitive damages due to the nature and outrageous conduct involved in Defendant Hall's breach of fiduciary duty.

COUNT III – LEGAL MALPRACTICE

72. In rendering legal services to Ethlyn Louise Hall, Defendant Hall and Defendant Hall and Griffith, P.C. failed to exercise reasonable care and skill and negligently failed to inform her about the tax consequences of the 2003 and 2008 leases and the income (imputed or otherwise) from those leases.

73. Ethlyn Louise Hall reasonably relied on the advice and skill of Defendants.

74. As a proximate result of Defendants' negligent legal advice, Ethlyn Louise Hall incurred damages in the form of lost income from her real estate holdings, loss in value of the real estate due to the long term leases imposed upon it; unnecessary tax liabilities; and liability for taxes, penalty and interest that she would not owe but for the Defendants' negligence. These damages are in the nature of property damage.

75. The value of the Plot 17-7, Estate Peter Bay continues to be impaired due to the 75 year lease.

76. The Estate of Ethlyn L. Hall and/or the Trust face ongoing and uncertain liability for taxes, interest and penalties due to the Defendants' negligence.

77. The exact amount of the damages is unknown at this time due to Defendants' refusal to render an accounting and because the Virgin Islands Internal Revenue Bureau has not yet assessed interest and penalties. However, such damages include all sums that Defendant Hall has collected on behalf of Ethlyn Louise Hall and all sums necessary to hold her harmless from the tax

consequences of Defendants' conduct and misconduct.

78. By virtue of the transfer of all of Ethlyn Louise Hall's property to the Trust, the Trust is the owner of Ethlyn Louise Hall's cause of action under Count III and successor trustee Elsa Hall is the proper party to assert such a cause of action. Alternatively, to the extent that the cause of action is not assignable or the law of the case holds that the cause of action under Count III remained the property of Ethlyn Louise Hall at the time of her death, then Elsa Hall in her capacity as the Personal Representative of the Estate of Ethlyn L. Hall is the owner of the cause of action and the proper party to assert it.

COUNT IV – CONVERSION OF PROPERTY

79. According to a closing statement (Doc. No. 1-8) prepared by Samuel H. Hall, Jr. and signed by Samuel H. Hall, Jr. as attorney in fact for Ethlyn Hall, between November 6, 2003 and November 23, 2007, Jack Andrews paid $270,000 towards the "purchase price" of "property" identified as a 75 year lease of Parcel 17-7, Estate Peter Bay.

80. That same closing statement (Doc. No. 1-8) represents that between January 14, 2008 and February 23, 2010, Jack Andrews and David Talton paid an additional $800,000 towards the purchase price.

81. Thus, the closing statement indicates that the total purchase price was $1,070,000.

82. On information and belief, the $800,000 in payments described in the closing statement (Doc. No. 1-8) refers to cash payments made by or on behalf of the Talton Family Trust representing the rent due under the 75 year lease (Doc. No. 1-7).

83. Article 6 of the 75 year lease (Doc. No. 1-7) specifies that $800,000 shall be paid to "Samuel H. Hall, Jr. as Landlord's agent and attorney in fact." Ethlyn L. Hall is identified as the "Landlord" in the 75 year lease.

84. Because Ethlyn Louise Hall owned Parcel 17-7, Estate Peter Bay until December 15, 2010, she was entitled to the payment of the rent specified in the 75 year lease when it was paid.

85. Because Ethlyn Louise Hall owned Parcel 17-7, Estate Peter Bay until December 15, 2010, she was entitled to payments made under that lease that were not expressly directed by her to be paid to others. Because Defendants have not provided an accounting of the $275,000 collected as described in Doc. No. 1-8, it is not possible without discovery or an accounting to determine whether all or a portion of that $275,000 (in addition to the $800,000) was due to be paid to Ethlyn Louise Hall.

86. Defendants disposed of funds valued at between $800,000 and $1,075,000 in a manner inconsistent with Ethlyn Louse Hall's property rights.

87. As such, Defendants wrongfully converted Ethlyn Louise Hall's property.

88. By virtue of the transfer of all of Ethlyn Louise Hall's property to the Trust, the Trust is the owner of Ethlyn Louise Hall's cause of action under Count IV and successor trustee Elsa Hall is the proper party to assert such a cause of action. Alternatively, to the extent that the cause of action is not assignable or the law of the case holds that the cause of action under Count IV remained the property of Ethlyn Louise Hall at the time of her death, then Elsa Hall in her capacity as the Personal Representative of the Estate of Ethlyn L. Hall is the owner of the cause of action and the proper party to assert it.

COUNT V – CONVERSION OF LEGAL FILES

89. Defendant Samuel H. Hall, Jr. acted as Ethlyn Louise Hall's attorney for over 20 years and the attorney-client relationship did not end until some time after March 9, 2010.

90. Defendant Hall and Griffith, PC acted as Ethlyn Louise Hall's attorney from the date Hall and Griffith, PC was formed until some time after March 9, 2010. At the time Hall and Griffith, PC was formed, it became the custodian of Ethlyn Louise Hall's files for the entire period of Defendant Samuel H. Hall, Jr.'s representation of her.

91. In 2010 and 2011, Ethlyn Louise Hall demanded that Defendants provide her with a copy of her files.

92. Under Virgin Islands law, Ethlyn Louise Hall was the owner of those files and was entitled to immediate possession of them.

93. Defendants refused and failed to return Ethlyn Louise Hall's files to her and thereby wrongfully converted them

94. By virtue of the transfer of all of Ethlyn Louise Hall's property to the Trust, the Trust is the owner of Ethlyn Louise Hall's legal files as well as cause of action under Count V and successor trustee Elsa Hall is the proper party to now assert a cause of action to recover the files and to recover damages for conversion of the files. Alternatively, to the extent that the cause of action is not assignable or the law of the case holds that the cause of action under Count V remained the property of Ethlyn Louise Hall at the time of her death, then Elsa Hall in her capacity as the Personal Representative of the Estate of Ethlyn L. Hall is the owner of the legal files and the cause of action and is the proper party to assert it.

95. Elsa Hall is entitled to an order directing the Defendants to deliver the files to her as well as an award of damages for the damage caused by the conversion of those files.

COUNT VI – FRAUD

96. In August 2007, Defendant Hall induced Ethlyn Louise Hall to sign documents purporting to reprogram funds from the 2003 Ground Lease for his benefit and induced her into assigning her interest in the 2003 Ground Lease to him by instructing her, in his capacity as her attorney, that she needed to sign the documents.

97. Defendant Hall was motivated to induce Ethlyn Louise Hall to sign these documents because he stood to personally benefit from them.

98. As a result of Defendant Hall's actions, he has wrongfully converted for his personal benefit at least $800,000 and probably substantially more.

99. Moreover, the alleged consideration for Ethlyn Louise Hall to sign these documents was Defendant Hall's promise to provide for Ethlyn Louise Hall's future care and upkeep. This promise was false when made, as Defendant Hall now asserts that funds he received from the 2003 Ground Lease were a gift to him from Ethlyn Louise Hall.

100. Moreover, Defendant Hall's promise to provide undefined future care was illusory and unenforceable.

101. Defendant Hall's actions were taken with the intention of unlawfully converting Ethlyn Louise Hall's assets to his personal use.

102. Ethlyn Louise Hall justifiably relied on Defendant Hall's instructions to sign documents as he is her son and had served as her attorney for over twenty years and she believed that he had her best interests at heart.

103. As a proximate cause of Defendant Hall's fraud, Ethlyn Louise Hall incurred damages due to the loss of the funds improperly diverted for Defendant Hall's personal use.

104. The exact amount of Ethlyn Louise Hall's damages is unknown at this time due to Defendant Hall's refusal to render an accounting.

105. By virtue of the transfer of all of Ethlyn Louise Hall's property to the Trust, the Trust is the owner of Ethlyn Louise Hall's cause of action under Count VI and successor trustee Elsa Hall is the proper party to assert such a cause of action. Alternatively, to the extent that the cause of action is not assignable or the law of the case holds that the cause of action under Count VI remained the property of Ethlyn Louise Hall at the time of her death, then Elsa Hall in her capacity as the Personal Representative of the Estate of Ethlyn L. Hall is the owner of the cause of action and the proper party to assert it.

106. Ethlyn Louise Hall is entitled to an award of punitive damages due to Defendant Hall's fraud.

COUNT VII - UNJUST ENRICHMENT

107. Defendant Hall was enriched by taking funds belonging to Ethlyn Louise Hall for his own benefit.

108. Defendant Hall was further enriched by taking, for his own benefit, funds/benefits gifted by Ethlyn Louise Hall to Phyliss Hall Brin and possibly others.

109. The enrichment to Defendant Hall's benefit was at Ethlyn Louise Hall's expense as she was personally entitled to the receipt of $800,000 and was entitled to the benefit of having provided a gift to Phyliss Hall Brin.

110. By virtue of Defendant Hall's actions, Ethlyn Louise Hall was denied the $800,000 as well as the disposition of gifts to Phyliss Hall Brin as she had desired.

111. The circumstances of Defendant Hall's actions – self-dealing and acting in a manner that was in conflict with the interests of his client – are such that in equity and good conscience, Defendant Hall should be required to return the funds he unjustly obtained to either the Trust or Ethlyn Louise Hall's Estate.

COUNT VIII – ACCOUNTING

112. Defendant Hall and/or Defendant Hall and Griffith has received funds as described above, in an unknown amount, which are properly due and owing to Ethlyn Louise Hall.

113. Ethlyn Louise Hall has demanded a full accounting from Defendant Hall on several occasions and Defendant Hall has refused to provide the same.

114. The amount of money due to Ethlyn Louise Hall is unknown due to Defendant Hall's failure to render an accounting.

115. By virtue of the transfer of all of Ethlyn Louise Hall's property to the Trust, the Trust is the owner of Ethlyn Louise Hall's cause of action under Count VIII and successor trustee Elsa Hall is the proper party to assert such a cause of action. Alternatively, to the extent that the cause of action is not assignable or the law of the case holds that the cause of action under Count VIII remained the property of Ethlyn Louise Hall at the time of her death, then Elsa Hall in her capacity as the Personal Representative of the Estate of Ethlyn L. Hall is the owner of the cause of action and the proper party to assert it.

116. Plaintiff requires this Court's intervention to order Defendant Hall and/or Defendant Hall & Griffith to provide an accounting of all transactions concerning Ethlyn Louise Hall's property and contractual obligations from January 24, 2003 to the present.

117. Plaintiff requires an immediate accounting of all transactions which resulted in an alleged $1,070,000 capital gains in 2010 so that the Estate of Ethlyn L. Hall can properly prepare a tax return and calculate her tax obligation for 2010 and possibly to file amended returns for 2010 and past years.

COUNT IX – CONSTRUCTIVE TRUST

118. By reason of the fraudulent and otherwise wrongful manner in which Defendant Hall obtained and converted money belonging to Ethlyn Louise Hall for his personal benefit he is an involuntary trustee of the property belonging to the Ethlyn Louise Hall and said property and all profits and improvements therefrom are held in constructive trust for Ethlyn Louise Hall, either individually or as trustee for the Trust, and Defendant Hall has a duty to promptly convey same to her.

COUNT X - EQUITABLE LIEN

119. By reason of the fraudulent and otherwise wrongful manner in which Defendant Hall obtained and converted money belonging to Ethlyn Louise Hall for his personal benefit in constructing his house on Parcel 17-5, Estate Peter Bay, Ethlyn Louise Hall, individually and as trustee for the Trust, is entitled to the imposition of an equitable lien on Parcel 17-5, Estate Peter Bay, St. John, for all sums invested in such property.

120. Plaintiff is entitled to foreclosure of the equitable lien.

WHEREFORE, Plaintiff prays for judgment against Defendant Samuel H. Hall and Defendant Hall & Griffith, P.C. as follows:

1. For an order of expedited discovery for all documents relating to Ethlyn Louise Hall's income and expenses that are in the possession Defendant Hall or Defendant Hall & Griffith so that an immediate accounting can be performed as soon as is practicable;

2. For an accounting of all transactions concerning Ethlyn Louise Hall's property and contractual obligations from January 24, 2003 to the present;

3. For payment to Plaintiff of all sums due from Defendants as a result of the accounting;

4. For damages incurred due to Defendants' breach of fiduciary duty;

5. For damages incurred due to Defendants' malpractice;

6. For damages incurred due to Defendants' fraud;

7. For the imposition of a constructive trust upon all personal and real property owned or held by Defendant Hall;

8. For foreclosure of the equitable lien upon Parcel 17-5, Estate Peter Bay, St. John;

9. For punitive damages allowed by law;

10. For the return of all property belonging to the Estate or the Trust, including Ethlyn Louis Hall's legal files, that is held by either of the Defendants;

11. For reasonable attorneys fees incurred by Plaintiff;

12. For all costs incurred by Plaintiff; and

13. For such further relief as this Court deems just and equitable.

Plaintiff demands a jury trial on all issues triable to a jury.

Respectfully submitted,

Andrew C. Simpson, P.C.
Attorneys for Plaintiff

Dated: January 21, 2013

By: /s/ Andrew C. Simpson

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[Certificate Of Service Omitted]

IN THE DISTRICT COURT OF THE VIRGIN ISLANDS DIVISION OF ST. THOMAS AND ST. JOHN

ELSA HALL, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF ETHLYN LOUISE HALL AND AS SUCCESSOR TRUSTEE OF THE ETHLYN LOUISE HALL FAMILY TRUST, PLAINTIFF, v. SAMUEL H. HALL, JR. AND HALL & GRIFFITH, P.C., DEFENDANTS.	CIVIL. NO. 3:11-CV-54 ACTION FOR DAMAGES FOR AN ACCOUNTING JURY TRIAL DEMANDED

DEFENDANTS' ANSWER TO THE AMENDED COMPLAINT

(Filed Feb. 28, 2013)

Defendants, by and through the undersigned attorneys hereby respond to the First Amended Complaint ("Complaint") as follows:

1. The allegations contained in Paragraph 1 of the Complaint are DENIED.

2. The allegations contained in Paragraph 2 of the Complaint are ADMITTED.

3. The allegations contained in Paragraph 3 of the Complaint are DENIED.

4. The allegations contained in Paragraph 4 of the Complaint are DENIED for lack of knowledge.

5. The allegations contained in Paragraph 5 of the Complaint are DENIED for lack of knowledge.

6. The allegations contained in Paragraph 6 of the Complaint are DENIED for lack of knowledge.

7. The allegations contained in Paragraph 7 of the Complaint are DENIED for lack of knowledge.

8. The allegations contained in Paragraph 8 of the Complaint are DENIED for lack of knowledge.

9. The allegations contained in Paragraph 9 of the Complaint are DENIED for lack of knowledge.

10. The allegations contained in Paragraph 10 of the Complaint are DENIED for lack of knowledge.

11. The allegations contained in Paragraph 11 of the Complaint are DENIED for lack of knowledge.

12. The allegations contained in Paragraph 12 of the Complaint are DENIED for lack of knowledge.

13. The allegations contained in Paragraph 13 of the Complaint are DENIED for lack of knowledge.

14. The allegations contained in Paragraph 14 of the Complaint are ADMITTED.

15. The allegations contained in Paragraph 15 of the Complaint are ADMITTED.

16. The allegations contained in Paragraph 16 of the Complaint are ADMITTED.

17. The allegations contained in Paragraph 17 of the Complaint are ADMITTED.

18. The allegations contained in Paragraph 18 of the Complaint are ADMITTED to the extent that it alleges Defendant Hall provided legal services to his mother for over twenty years. All of the other allegations in the paragraph are DENIED.

19. The allegations contained in Paragraph 19 of the Complaint are DENIED.

20. The allegations contained in Paragraph 20 of the Complaint are ADMITTED to the extent that it indicates that Ethlyn Louise Hall signed a power of attorney on August 4,2007, giving to her son, Defendant Hall, the power to act on her behalf, a copy of which was attached to the initial complaint, and it is not notarized.

21. The allegations contained in Paragraph 21 of the Complaint are ADMITTED to the extent that it indicates that Ethlyn Louise Hall signed a power of attorney on August 13, 2008, giving to her son, Defendant Hall, the power to act on her behalf, a copy of which was attached to the initial complaint, and it

is notarized by Marie ThomasGriffith, a principal in Hall & Griffith, P.C.

22. The allegations contained in Paragraph 22 of the Complaint are DENIED to the extent that it alleges that the two powers of attorney referred to above were prepared by Defendant Hall as part of the law practice of Hall & Griffith, P.C., or prepared solely in his capacity as an attorney for his mother, Ethlyn Hall. They were prepared primarily in his capacity as her son, utilizing his skills as a lawyer and person knowledgeable about construction, and in furtherance of her interests and like all legal matters he handled for her he did so at no cost to her.

23. The allegations contained in Paragraph 23 of the Complaint are DENIED. In 1999, Ethlyn Hall conveyed an acre to Elsa Hall, in exchange for her quit-claiming her interest in Parcel 156 and 157 Estate Contant and Enighed St. John back to Ethlyn Hall and Phyllis Hall, leaving the Remainder of Parcel 17 to be subdivided.

24. The allegations contained in Paragraph 24 of the Complaint are DENIED to the extent that it alleges Parcel 17 was subdivided on April 19, 2002 into seven subplots. Following the conveyance of an acre to Elsa Hall in 1999, on April 19, 2002, Ethlyn Hall conveyed an additional 1.2 acres to Elsa Hall, a 1.1 acre parcel to Samuel Hall, a 1.1 acre to Phyllis Hall Brin and Parcel 17-6 to Yassin Hall. She subsequently conveyed Parcel 17-3

and 17-B to St. John Land Investment Partnership.

25. The allegations contained in Paragraph 25 of the Complaint are ADMITTED.

26. The allegations contained in Paragraph 26 of the Complaint are ADMITTED.

27. The allegations contained in Paragraph 27 of the Complaint are ADMITTED. He prepared them at no cost to her and paid the cost of doing so.

28. The allegations contained in Paragraph 28 of the Complaint are DENIED. She owned Parcel 17-7 up to the date of her death.

29. The allegations contained in Paragraph 29 of the Complaint are DENIED to the extent that it alleges such a transfer as if it were valid.

30. The allegations contained in Paragraph 30 of the Complaint are ADMITTED.

31. The allegations contained in Paragraph 31 of the Complaint are ADMITTED.

32. The allegations contained in Paragraph 32 of the Complaint are ADMITTED.

33. The allegations contained in Paragraph 33 of the Complaint are ADMITTED.

34. The allegations contained in Paragraph 34 of the Complaint are ADMITTED.

35. The allegations contained in Paragraph 35 of the Complaint are ADMITTED to the extent that it alleges that Defendant Hall drafted the Ground Lease as attorney for Ethlyn Hall without also stating he did so primarily as her son at no cost to her.

36. The allegations contained in Paragraph 36 of the Complaint are DENIED. Under the 2003 Ground Lease, it was the obligation of the tenant to build the improvements constituting the rent and to reimburse Ethlyn Hall the property taxes.

37. The allegations contained in Paragraph 37 of the Complaint are DENIED as stated. Per the terms of the statement (Doc. 1-4), addressed to whom it may concern, Ethlyn Hall confirmed her willingness to allow her son to halt or postpone the construction of the cottage of Phyllis Hall on Parcel No. 17-4 Peter Bay, St. John, in favor of the construction of his home on Parcel No. 17-5, and to reprogram money from the Tenant under the Ground Lease for the construction of his home in order to expedite his assistance of her in her future care on St. John. The document is not an agreement, and states no consideration. Rather, it states her motivation in reprogramming the funds.

38. The allegations contained in Paragraph 38 of the Complaint are DENIED to the extent that it alleges documents were drafted on August 4, 2007, and that Ethlyn Hall "allegedly" signed the Assignment. The allegations

are ADMITTED to the extent that they state that the Assignment is part of the record as Doc. 1-5, and assigned to Defendant Hall her rights as Landlord under the 2003 Ground Lease.

39. The allegations contained in Paragraph 39 of the Complaint are DENIED as to any "alleged" execution. They are ADMITTED to the extent that it alleges that Defendant Hall was the attorney of Ethlyn Hall at the time that she executed Doc. No. 1-4 and 1-5 but he also, primarily, was her son seeking to accomplish her desires and further her interests.

40. The allegations contained in Paragraph 40 of the Complaint are DENIED.

41. The allegations contained in Paragraph 41 of the Complaint are DENIED.

42. The allegations contained in Paragraph 42 of the Complaint are DENIED.

43. The allegations contained in Paragraph 43 of the Complaint are DENIED.

44. The allegations contained in Paragraph 44 of the Complaint are DENIED.

45. The allegations contained in Paragraph 45 of the Complaint are DENIED.

46. The allegations contained in Paragraph 46 of the Complaint are DENIED.

47. The allegations contained in Paragraph 47 of the Complaint are DENIED. She received

the value she expected to receive in the form of improvements on the property of Phyllis Hall Brin, Yassin Hall and Samuel Hall.

48. The allegations contained in Paragraph 48 of the Complaint are DENIED.

49. The allegations contained in Paragraph 49 of the Complaint are DENIED.

50. The allegations contained in Paragraph 50 of the Complaint are ADMITTED to the extent that it alleges that In early February 2011, Ethlyn Louise Hall received a letter from Defendant Hall dated February 1, 2011, informing her that the Lease on Parcel 17-7 generated a capital gain totaling $1,070,000 was subject to a capital gains tax of 15%, and that a copy of the letter is a part of the record in this matter as Doc. No. 1-9, and that in the letter, Defendant Hall acknowledged that he, Phyllis Hall Brin and Yassin Hall Young all benefitted from these funds, through the improvements made on their respective parcels, and that he and the other beneficiaries are expected to pay their respective share of the tax. All other allegations are DENIED.

51. The allegations contained in Paragraph 51 of the Complaint are DENIED.

52. The allegations contained in Paragraph 52 of the Complaint are ADMITTED to the extent that they allege that Defendant Hall prepared a Form 1099-S and filed it with the Virgin Islands Bureau of Internal Revenue showing Ethlyn Hall received $1,070,000 for

the sale of a long-term lease on February 19, 2010, which is when the Tenant fulfilled its obligation to consummate the purchase of the lease by funding certain capital improvements.

53. The allegations contained in Paragraph 53 of the Complaint are ADMITTED to the extent that it alleges that he received assistance under the 2003 Ground Lease as a gift to him from his mother, to the same extent as did Phyllis Hall Brin and Yassin Hall.

54. The allegations contained in Paragraph 54 of the Complaint are DENIED.

55. The allegations contained in Paragraph 55 of the Complaint are DENIED.

COUNT I

BREACH OF FIDUCIARY DUTY ARISING OUT OF ATTORNEY-CLIENT RELATIONSHIP

56. The allegations contained in Paragraph 56 of the Complaint are DENIED.

57. The allegations contained in Paragraph 57 of the Complaint are DENIED.

58. The allegations contained in Paragraph 58 of the Complaint are DENIED.

59. The allegations contained in Paragraph 59 of the Complaint are DENIED.

60. The allegations contained in Paragraph 60 of the Complaint are DENIED.

61. The allegations contained in Paragraph 61 of the Complaint are DENIED.

62. The allegations contained in Paragraph 62 of the Complaint are DENIED.

63. The allegations contained in Paragraph 63 of the Complaint are DENIED.

64. The allegations contained in Paragraph 64 of the Complaint are ADMITTED.

COUNT II – BREACH OF FIDUCIARY DUTY ARISING OUT OF POWER OF ATTORNEY

65. The allegations contained in Paragraph 65 of the Complaint are DENIED as to the duty of loyalty being absolute.

66. The allegations contained in Paragraph 66 of the Complaint are DENIED.

67. The allegations contained in Paragraph 67 of the Complaint are DENIED.

68. The allegations contained in Paragraph 68 of the Complaint are DENIED.

69. The allegations contained in Paragraph 69 of the Complaint are DENIED.

70. The allegations contained in Paragraph 70 of the Complaint are DENIED.

71. The allegations contained in Paragraph 71 of the Complaint are DENIED.

COUNT III – LEGAL MALPRACTICE

72. The allegations contained in Paragraph 72 of the Complaint are DENIED.

73. The allegations contained in Paragraph 73 of the Complaint are DENIED.

74. The allegations contained in Paragraph 74 of the Complaint are DENIED.

75. The allegations contained in Paragraph 75 of the Complaint are DENIED.

76. The allegations contained in Paragraph 76 of the Complaint are DENIED.

77. The allegations contained in Paragraph 77 of the Complaint are DENIED.

78. The allegations contained in Paragraph 78 of the Complaint are DENIED.

COUNT IV – CONVERSION OF PROPERTY

79. The allegations contained in Paragraph 79 of the Complaint are DENIED. Jack Andrews was given credit for $270,000, representing the value of improvements made under the Ground Lease as of a certain date.

80. The allegations contained in Paragraph 80 of the Complaint are DENIED. Jack Andrews and David Talton were given credit for $800,000, representing the value of additional improvements made under the Ground Lease.

81. The allegations contained in Paragraph 81 of the Complaint are ADMITTED to the extent that it alleges that Andrews and Talton provided value to Ethlyn Hall in the amount of $1,070,000 for the 75 year Ground Lease.

82. The allegations contained in Paragraph 82 of the Complaint are DENIED. The $800,000 was to fund the capital improvements under the 2003 Ground Lease, as those improvements were revised by Phyllis Hall and Ethlyn Hall, and to "satisfy and discharge the obligations of the tenant under the Lease Agreement dated January 25, 2003 between Landlord and ANDREWS ST. JOHN TRUST (the "Prior Lease") and for the cancellation and surrender of the Prior Lease; and in consideration for the granting of this Lease."

83. The allegations contained in Paragraph 83 of the Complaint are ADMITTED.

84. The allegations contained in Paragraph 84 of the Complaint are ADMITTED to the extent it alleges that Ethlyn Hall is the owner of Parcel 17-7, Estate Peter Bay and entitled to the value of the capital improvements she sought.

85. The allegations contained in Paragraph 85 of the Complaint are DENIED.

86. The allegations contained in Paragraph 86 of the Complaint are DENIED.

87. The allegations contained in Paragraph 87 of the Complaint are DENIED.

88. The allegations contained in Paragraph 88 of the Complaint are DENIED.

89. The allegations contained in Paragraph 89 of the Complaint are ADMITTED to the extent that it alleges Defendant Hall acted as Ethlyn Hall's attorney for over 20 years.

90. The allegations contained in Paragraph 90 of the Complaint are DENIED.

91. The allegations contained in Paragraph 91 of the Complaint are DENIED.

92. The allegations contained in Paragraph 92 of the Complaint are ADMITTED to the extent that it alleges that Ethlyn Hall was entitled to a copy of her files upon request.

93. The allegations contained in Paragraph 93 of the Complaint are DENIED.

94. The allegations contained in Paragraph 94 of the Complaint are DENIED.

95. The allegations contained in Paragraph 95 of the Complaint are DENIED.

96. The allegations contained in Paragraph 96 of the Complaint are DENIED.

97. The allegations contained in Paragraph 97 of the Complaint are DENIED.

98. The allegations contained in Paragraph 98 of the Complaint are DENIED.

99. The allegations contained in Paragraph 99 of the Complaint are DENIED.

100. The allegations contained in Paragraph 100 of the Complaint are DENIED.

101. The allegations contained in Paragraph 101 of the Complaint are DENIED.

102. The allegations contained in Paragraph 102 of the Complaint are ADMITTED as to advice Defendant Hall gave his mother and on which she justifiably relied, and are DENIED as to Ethlyn Hall being instructed to sign any documents.

103. The allegations contained in Paragraph 103 of the Complaint are DENIED.

104. The allegations contained in Paragraph 104 of the Complaint are DENIED as to fraud or any damages arising therefrom or the diversion of any funds. The capital improvements are located at Parcels 17-4, 17-5 and 17-6 and are evident to see.

105. The allegations contained in Paragraph 105 of the Complaint are DENIED.

106. The allegations contained in Paragraph 106 of the Complaint are DENIED.

COUNT VII – UNJUST ENRICHMENT

107. The allegations contained in Paragraph 107 of the Complaint are DENIED.

108. The allegations contained in Paragraph 108 of the Complaint are DENIED.

109. The allegations contained in Paragraph 109 of the Complaint are DENIED.

110. The allegations contained in Paragraph 110 of the Complaint are DENIED.

111. The allegations contained in Paragraph 111 of the Complaint are DENIED.

COUNT VIII – ACCOUNTING

112. The allegations contained in Paragraph 112 of the Complaint are DENIED.

113. The allegations contained in Paragraph 113 of the Complaint are DENIED.

114. The allegations contained in Paragraph 114 of the Complaint are DENIED.

115. The allegations contained in Paragraph 115 of the Complaint are DENIED.

116. The allegations contained in Paragraph 116 of the Complaint are DENIED.

117. The allegations contained in Paragraph 117 of the Complaint are DENIED.

118. The allegations contained in Paragraph 118 of the Complaint are DENIED.

119. The allegations contained in Paragraph 119 of the Complaint are DENIED.

120. The allegations contained in Paragraph 120 of the Complaint are DENIED.

AFFIRMATIVE DEFENSES

1. The Complaint fails to state a claim for which relief can be granted.

2. The Complaint is barred by the statute of limitations.

3. The Trust lacks standing to bring a claim against Defendants.

4. The alleged claims of Ethlyn Hall do not survive her death.

5. The alleged claims of Ethlyn Hall cannot be assigned to the Trust.

6. The Trust and other documents signed by Ethlyn Hall after August 2010 were signed while she was subject to undue influence by Elsa Hall and others and are therefore invalid.

7. The Plaintiff's claims are barred by the doctrine of unclean hands.

8. Defendant Samuel Hall reserves the right to assert additional affirmative defenses based on information obtained in the case, including Plaintiff's overdue initial Rule26 discovery, which has not yet been obtained.

COUNTERCLAIM

Defendant Samuel H. Hall, Jr., by and through his undersigned counsel, as and for his counterclaim alleges as follows:

1. This Court has diversity jurisdiction pursuant to 28 U.S.C. Section 1333.

2. Defendant Samuel H. Hall, Jr. ("Samuel Hall") is a citizen of the Virgin Islands, residing in St. Thomas, U.S. Virgin Islands, and is the son of Ethlyn Hall.

3. Yassin Hall, is a citizen of Florida and is the granddaughter of Ethlyn Hall and the only child of Victor Hall, son of Ethlyn Hall.

4. Phyllis Hall-Brin, is a citizen of the Virgin Islands, residing at # 156-157 Estate Enighed and Contant, Cruz Bay, St. John, Virgin Islands, and is the daughter of Ethlyn Hall.

5. Plaintiff Elsa Hall, is a citizen of Florida and is the daughter of Ethlyn Hall.

6. Elsa Hall is named herein individually and in her purported capacity as a trustee of the Trust.

7. Tanya Muldrow is a citizen of the state of Georgia and is the daughter of Phyllis Hall-Brin.

8. Ethlyn Hall ("Ethlyn Hall") was a citizen of the Virgin Islands at the time of her death and is the mother of the Samuel H. Hall, Jr., Phyllis Hall-Brin and Elsa Hall, and the

grandmother of Yassin Hall and Tanya Muldrow.

9. She died on May 5, 2012 in Miami, Florida.

10. Ethlyn Hall was moved out of her home at No. 16 Peter Bay, St. John, and eventually to Miami, Florida at a time when she was mentally unable to make an informed decision about her domicile or care due to the undue influence of Elsa Hall.

11. In 1975, Estate Peter Bay, St. John was partitioned into 1/6th shares. Ethlyn Hall received approximately eight acres as a result of the partition.

12. Ethlyn Hall received from the partition approximately 1.5 acres in lower Peter Bay (Parcel 16) and approximately six acres in Upper Peter Bay (Parcel 17).

13. Ethlyn Hall's Peter Bay property was in addition to the Cruz Bay property she and Samuel Hall, Sr. owned, known as Parcel No. 156-157 Estate Enighed and Contant.

14. For over 30 years, starting in the 1970's, Samuel Hall provided legal and other assistance for Ethlyn Hall without seeking or obtaining any compensation or remuneration in the form of money or property.

15. In 1970's, when Samuel Hall, Sr. and Ethlyn Hall divorced, Samuel Hall was designated by their divorce court judge, in accordance with the agreement of his mother and father, to oversee the allocation of net rental income

from their Cruz Bay property between them, and he did so voluntarily and without any financial compensation or remuneration.

16. In 1981, when Samuel Hall, Sr. agreed to sell his one-half interest in the Cruz Bay property to Ethlyn Hall, Samuel Hall cosigned the bank loan of Ethlyn Hall allowing her to purchase his one-half interest.

17. During the 1980-1990's, St. John Land Investment Limited sought to collect from Ethlyn Hall 1/6th the cost of constructing a concrete subdivision road with underground utilities, security gate and gate openers, roadside stonework and landscaping in lower Peter Bay.

18. The cost of said work was several hundred thousand dollars if it was not in excess of $1 million.

19. Through the legal efforts of Defendant Samuel Hall, Ethlyn Hall did not have to pay for any of the cost of the roadwork.

20. Samuel Hall, on behalf of Ethlyn Hall was successful in discouraging St. John Land Investment from attempting to collect from her 1/6th of the cost of the work.

21. If Ethlyn Hall had been forced to pay 1/6th the cost of the work, she would have been forced to sell some of her property in order to do so.

22. In the 1980's, Samuel Hall assisted his mother in the construction of her house at

Parcel 16 by providing her with construction materials and equipment from St. Thomas at no cost to her.

23. In 1990, when Victor Hall attempted to adversely possess his mother's property in lower Peter Bay, Samuel Hall successfully sued to evict Victor Hall on behalf of Ethlyn Hall and successfully defended Ethlyn Hall from his adverse possession claim in the Territorial Court F.E.D. No. 218/1990 and in the District Court App. Div. Misc. No. 1990-18.

24. In 1990, Samuel Hall recommended that Ethlyn Hall place her Cruz Bay property in her name along with that of Elsa Hall and Phyllis Hall as joint tenants in order to provide them with economic security.

25. When Ethlyn Hall asked if he should be included, he declined to be included on the deed.

26. On April 25, 1990, at the recommendation of Samuel Hall, and with his legal assistance in preparing the deed, Ethlyn Hall, conveyed by quitclaim deed her seven dwelling unit guest house doing business as Hillcrest Guest House ("Hillcrest Guest House"), located on Parcel No. 156-157 Estate Contant and Enighed, St. John, to herself, Phyllis and Elsa, as joint tenants, reserving for herself, however, a life estate in all rents and profits.

27. Ethlyn Hall did this in order to provide a home and shelter to Elsa Hall and Phyllis Hall, who had failed to purchase or otherwise

acquire real property or a house of their own, while at the same time preserving her right to the guest house income in case she needed it.

28. Ethlyn Hall also allowed Phyllis Hall-Brin to live at the Hillcrest Guest House in a three bedroom apartment rent-free since April 25, 1990 on condition that she manage the rental of the guest house and provide her with the net income.

29. However, after the conveyance, Phyllis Hall-Brin failed to continue to provide her mother with her portion of the net income. Instead, except for paying the telephone and light bill for her mother's home at No. 16 Estate Peter Bay, Phyllis Hall Brin kept the net income for her own use.

30. Ethlyn Hall complained about Hall-Brin's actions in converting the rental income from the Hillcrest Guest House to her own personal use.

31. In 1999, Elsa Hall asked her mother to convey to her property in Estate Peter Bay, St. John.

32. In June 1999, after her mother agreed to give Elsa Hall one acre, Samuel Hall prepared a quit-claim deed at the request of his mother, in order to cause Elsa Hall to quit-claim her interest in the seven dwelling unit guest house (Hillcrest Guest House), and to receive in exchange a deed of gift from Ethlyn Louise

Hall to approximately an acre in Estate Peter Bay.

33. By deed dated June 4, 1999, Elsa Hall quitclaimed to Ethlyn Hall and Phyllis Hall Brin her interest in the Hillcrest Guest House.

34. After obtaining the acre, Elsa Hall was unsuccessful in operating a landscaping business on the property, and eventually discontinued the landscaping business.

35. She was also unsuccessful in operating a campground on the property

36. She has also been unsuccessful in remaining gainfully employed by others for any significant length of time.

37. In 1999, Elsa Hall also asked Samuel Hall to incorporate a business she called Botanical Villas, Inc. in order to operate a campground on her property, and he incorporated it for her at no cost to her for his services.

38. Elsa Hall also asked Samuel Hall to co-sign a truck loan for her and he did that too.

39. However, the buildings Elsa Hall built on her property were plywood shanties, not botanical villas, and were not [] kept clean and safe.

40. This caused them to receive highly unfavorable guest reviews, which appear online at www.tripadvisor.com when a search for "St. John Botanical Villas" is conducted.

41. In 1999, in exchange for the deed to one acre, Elsa Hall quit-claimed and relinquished her interest in the Hillcrest Guest House in order to obtain the first of two adjacent acres of land she received from her mother in Estate Peter Bay, St. John.

42. In 1990, St. John Land investment Limited desired to construct a concrete subdivision road, stonework, landscaping, security gate and gate opener in Upper Peter Bay, with the road work to be done in the location established by the 1975 partition decree pursuant to which Ethlyn Hall obtained titleto her Peter Bay property.

43. Instead of seeking to have Ethlyn Hall pay 1/6th of the cost, St. John Land Investment, Ltd. agreed, in exchange for Samuel Hall on behalf of Ethlyn Hall obtaining the CZM permits to build the concrete road, stone walls, and landscaping, to perform the roadwork without requiring Ethlyn Hall to pay 1/6th of its cost.

44. If Ethlyn Hall had been forced to pay 1/6th the cost of the work, she would have been forced, as a retiree, to sell some of her property in order to do so.

45. The cost of said roadwork was several hundred thousand dollars if it was not in excess of $1 million.

46. Samuel Hall also retained the services of architect John Woods to design the subdivision

road in Upper Peter Bay and paid for the architectural services himself.

47. On December 13, 1999, Samuel Hall applied for minor CZM permit on behalf of his mother to construct portion of Subdivision road in Upper Peter Bay pursuant to a power of attorney from his mother authorizing him to do so.

48. Neither Ethlyn Hall nor any of her children, except for Samuel Hall, or her grandchildren paid for any of the cost of the roadwork in Upper Peter Bay.

49. On November 17, 2000, Samuel Hall applied for another CZM permit on behalf of Ethlyn Hall in order to permit to construct another portion of the subdivision road in Upper Peter Bay, pursuant to a power of attorney given to him by Ethlyn Hall.

50. The roadwork cost hundreds of thousands of dollars if not more than $1 million.

51. Through the efforts of Samuel Hall, Ethlyn Hall paid none of the cost of the roadwork.

52. In addition, in 2001, Samuel Hall, on behalf of Ethlyn Hall, also arranged for the exchange of easements and of substandard parcels owned by Ethlyn Hall (Parcel 17-B and 17-3) for a larger, substandard parcel owned by St. John Land Investment (Parcel 15-7), so that each party obtained a substandard parcel that, when added to their remaining property, enhanced its value. In addition, the substandard parcel Ethlyn Hall received was

larger and more valuable than the substandard parcels she gave up in exchange.

53. Ethlyn Hall also obtained from St. John Land Investment, Ltd. at no cost to her, through the assistance of Samuel Hall, a contractual commitment to construct an additional concrete access road to her property, of similar construction as the concrete subdivision road, and the access road was constructed as agreed.

54. In 1998 or 1999, through 2002, Samuel Hall also successfully represented his mother in the case of *Peter Bay Homeowners Association v. Stillman, et. al.*, a lawsuit filed in the District Court of the Virgin Islands, in order to protect Ethlyn Hall from the claim of the Peter Bay Homeowners Association that its members had a 50 foot easement over her beachfront property (Parcel 16) in lower Peter Bay, and from their claim that she was obligated to be a dues-paying member of the Association.

55. In 2002, he also successfully represented his mother on appeal of the case to the U.S. Court of Appeals for the Third Circuit.

56. Starting in 2001, Samuel Hall also assisted Ethlyn Hall in subdividing her property in upper Peter Bay, after the concrete road and other road improvements were completed.

57. He accomplished the subdivision at considerable cost, time and expense to himself,

including paying for the engineering and surveying costs himself.

58. On or before April 2002, with the legal assistance of Samuel Hall, after he completed the subdivision of Parcel 17 after considerable expenditure of his own time, money and effort, Ethlyn Hall conveyed by deed of gift the second of two acres in Estate Peter Bay to Elsa Hall (Parcel 17-2), an acre, more or less, to her daughter Phyllis Hall Brin (Parcel 17-4), an acre, more or less, to her son (Parcel 17-5); and caused the conveyance of an acre, more or less, to her granddaughter, Yassin Hall (Parcel 15-7 and 17-6).

59. Samuel Hall did not seek or obtain a gift of any property from his mother beyond the one acre parcel she decided to give him.

60. In 2002 and 2003, Samuel Hall, on behalf of Ethlyn Hall, without any cost to her, also negotiated with John ("Jack") Andrews a long-term ground lease on a one acre parcel known and described as Parcel No. 17-7 Estate Peter Bay.

61. In exchange for the construction of two cottages, one on the property of Phyllis Hall Brin and one on the property of Yassin Hall, Andrews was to receive a 50 year ground lease to an unimproved acre of land known as Parcel 17-7.

62. On January 24, 2003, the Ground Lease to Parcel 17-7 was executed between Ethlyn

Hall and the Andrews St. John Trust ("Andrews").

63. Samuel Hall did not ask for or seek to obtain any benefit from the Ground Lease he successfully negotiated, or receive any financial compensation or remuneration for conceiving of and successfully negotiating the Ground Lease.

64. Ethlyn Hall greatly appreciated the continued efforts of her son on her behalf and on behalf of the family.

65. Although initially the construction of cottages under the Ground Lease for Elsa Hall and Phyllis Hall-Brin were recommended by Samuel Hall to his mother, Ethlyn Hall, she decided that Elsa Hall had already received enough from her, having been given approximately two acres, one more acre than anyone else, and the two acres were more valuable than one acre with a cottage.

66. Ethlyn Hall decided that the two cottages were to be built by Andrews for Phyllis Hall-Brin and Yassin Hall, the only child of Ethlyn Hall's deceased son, Victor Hall, on their respective parcels.

67. On March 2003, Andrews made a separate proposal to Elsa Hall to develop her property and build cottages on her property but she rejected it.

68. After the Ground Lease was executed, Elsa Hall insisted to her mother that she should get a cottage and eventually caused her

mother to request from Samuel Hall by letter dated April 23, 2003, that she be provided with a cottage, which would have required amending the Ground Lease and extending its term.

69. However, Andrews was not agreeable to amending the Ground Lease to extend its term in order to build a third cottage.

70. Elsa Hall became upset with Samuel Hall for not obtaining for her a cottage free of cost to her under the Ground Lease and stopped speaking to him in 2003.

71. Elsa Hall then listed her property for rent under a long-term lease but was unable on her own to obtain a tenant.

72. Subsequently, Elsa Hall listed her property for sale, but was unable to obtain a buyer until June 2012, approximately one month after her mother passed away, and she sold it at a significantly reduced price.

73. Elsa Hall has continually exploited her mother's resources for her own care. In fact, she attempted unsuccessfully, after Ethlyn Hall had died on May 5, 2012, but before she was buried on May 26, 2012, to remove the lis pendens Samuel Hall placed on the property of Ethlyn Hall in 2011 in order to protect it from Elsa Hall and the Trust, while he sought the appointment of a guardian for his mother.

74. Elsa Hall was then forced to sell her own property within days after the passing of her

mother, because she could no longer rely on her mother's income for support.

75. Ethlyn Hall was born on June 6, 1916 in St. John, Virgin Islands and died on May 5, 2012 and was 95 years old at the time of her death.

76. Prior to August 11, 2010, Ethlyn Hall lived in her two story, two dwelling unit, beachfront home located at No. 16 Peter Bay, St. John, Virgin Islands.

77. Prior to August 11, 2010, Ethlyn Hall was looked after by Samuel Hall and he provided her with assistance besides legal assistance over a period of many years.

78. He took her to the doctor, the St. John clinic, St. Thomas hospital and other places, bought her groceries, cleaned her yard, fixed her driveway, installed fans in her house, maintained her home, bought her appliances, built her a storage shed, picked up her mail, made her bank deposits, obtained for her direct deposit of her retirement income, saw to her medical care and also represented her in lawsuits and assisted her in subdividing, leasing, conveying and distributing her real property in accordance with her wishes.

79. Prior to August 11, 2010, Elsa Hall did not provide for the care of Ethlyn Hall, despite her mother's generosity towards her. Instead, she depleted her resources by spending her money, eating her food, occupying her residence and requested and obtained funds

from her to live, repair her truck and to travel to and from Florida.

80. Whenever Elsa Hall was in St. John, she lived in the home of Ethlyn Hall, slept on her couch, ate her food, and sometimes occupied her downstairs apartment.

81. Elsa Hall also rented out the downstairs apartment of Ethlyn Hall on a short-term basis, from time to time, in order to obtain income for herself.

82. On or about August 11, 2010, Elsa Hall removed Ethlyn Hall from her home at No. 16 Peter Bay in order to isolate her from Samuel Hall and Yassin Hall.

83. On or about August 11, 2010, Samuel Hall and Yassin Hall went to the home of Ethlyn Hall and found it vacant and devoid of her personal effects, and did not know where she was or whether she had passed away.

84. When Ethlyn Hall was moved into a unit in the Hillcrest Guest House inCruz Bay in August 2010, Elsa Hall moved in with her and slept in her apartment, ate her food and spent her money. She also depleted her savings.

85. After August 11, 2010, Elsa Hall rented out her mother's two dwelling unit home at No. 16 Peter Bay. Upon information and belief, the income derived from the rental of Ethlyn Hall's two dwelling unit home at No. 16 Peter Bay was not utilized exclusively for Ethlyn Hall's benefit.

86. Thereafter, she moved her mother to Miami, Florida without the prior knowledge of Samuel Hall or Yassin Hall and concealed from them her telephone number, address and whereabouts until the day Ethlyn Hall died.

87. In Miami, Elsa Hall continued to live off of the income and assets of Ethlyn Hall until the day she died.

88. Phyllis Hall-Brin, after benefiting from the love of Ethlyn Hall turned her back on her mother after she received: (a) a half interest in the Hillcrest Guest House in which she has lived rent free since 1990 and from which she has kept rental income to which Ethlyn Hall is entitled; (b) a one acre parcel of land in Estate Peter Bay known and described as Parcel 17-4 Peter Bay; and (c) the right to have a cottage built by Andrews on her Parcel 17-4.

89. Phyllis Hall-Brin turned away from her mother just as or shortly after construction began on her cottage in early 2006.

90. On October 13, 2006, after Phyllis Hall Brin continued to neglect her mother, Samuel Hall sent an email to her and several other members of the family requesting that they provide Ethlyn Hall with attention, care and assistance.

91. Despite receipt of that communication, Phyllis Hall Brin continued to keep her mother's income from Hillcrest House, ignore her care and welfare, and failed to allow her to use a

dwelling unit in the Hillcrest Guest House. For a long period of time she did not communicate with her mother, including on Christmas, Thanksgiving, Valentine's Day, Easter, or her birthday.

92. Phyllis Hall Brin also stopped speaking to Samuel Hall and his wife after she was urged as the only child of Ethlyn Hall who at the time resided on St. John full-time, to look out for her mother's well-being and care.

93. Phyllis Hall-Brin, who is retired and lives on St. John, did not even show up when EMTs called her about her mother's illness after her mother had called for an ambulance. The EMTs waited with Ethlyn Hall at her home until Samuel Hall and his wife arrived on St. John from St. Thomas.

94. On another occasion, while Samuel Hall was on the U.S. Mainland in May 2009, Phyllis Hall Brin refused to pick up her mother at the St. John clinic until she was told by the clinic staff that her mother had to be released to a family member not to the non-family member Samuel Hall arranged from the mainland to pick her up.

95. On March 5, 2007, by email, Samuel Hall reminded Phyllis Hall-Brin, even as her mother's Ground Lease was funding the construction of her cottage, of the need for her to contact and communicate with her mother. He informed her by email that all her mother needed is a once-a-week phone call for just 15 minutes.

96. Notwithstanding this reminder, the continued generosity of her mother and her mother's forbearance from seeking more aggressive measures to ensure that Phyllis Hall Brin turned over to her the rental income that was due to her, Hall Brin continued to ignore the welfare of her mother, and failed to visit her or call her once-a-week.

97. She did not visit her mother, assist her in obtaining groceries, return her phone calls or otherwise honor her mother.

98. Thus, on and before August 3, 2007, Ethlyn Hall decided to discontinue funding a cottage for Phyllis Hall Brin, who was not taking care of her, and decided instead to reprogram the funds towards construction of the house of Samuel Hall, who was taking care of her.

99. On August 3, 2007, Ethlyn Hall voluntarily signed a statement addressed to whom it may concern, with full knowledge of what she was doing, reprogramming the funds under the Ground Lease from the property of Phyllis Hall to the property of Samuel Hall, while authorizing him to complete the construction on the property of Yassin Hall.

100. On August 4, 2007 she signed a Power of Attorney and an Assignment, giving him complete authority over the Ground Lease in order to successfully complete the construction of the house of Yassin Hall and to assist in the completion of his own house, and to see to the future development of Parcel 17-7, which he did.

101. In August 2007, Ethlyn Hall was pleased that her son had taken care of her through the years and was willing to continue to take care of her in the future and undertake the completion of the home of Yassin Hall.

102. Ethlyn Hall, at the time she signed those documents, was pleased that she was able to assist her son financially, for the first time since he graduated from law school in 1975 instead of the other way around.

103. In 2004, Samuel Hall began construction with his own funds of his own home in St. John on the property given to him by his mother in 2002. At the time he began construction of his home, and until Phyllis Hall failed to look after their mother, he never sought or obtained any financial assistance from Ethlyn Hall to complete his home on Parcel 17-5.

104. Prior to August 3, 2007, Samuel Hall was not a beneficiary of the Ground Lease he successfully negotiated on behalf of his mother with Andrews for the benefit of Phyllis Hall-Brin and Plaintiff Yassin Hall.

105. He became a beneficiary only after his sister failed for a long period of time to honor her elderly mother, and converted substantial rental proceeds due to her mother from the Hillcrest Guest House for Hall-Brin's own personal use and benefit.

106. For a period of almost two years thereafter the reprogramming of the funds from the

Ground Lease, Phyllis Hall Brin continued to ignore her mother's welfare, and avoided communicating with Samuel Hall.

107. Then on June 8, 2009, Phyllis Hall Brin wrote an email accusing Samuel Hall of failing to see to the construction of her cottage.

108. In response, Samuel Hall chastised her in a reply email for not taking care of her mother, ignoring her at Christmas, birthdays and other holidays, and confirmed why, due to her neglect of her mother, her cottage's construction was halted back in 2007.

109. Phyllis Hall Brin never responded to the email of Samuel Hall. Instead, she sought unsuccessfully to have her mother reprogram funds back to the construction of her cottage, which her mother refused to do.

110. Phyllis Hall Brin continued to keep the rent from the seven dwelling units at Hillcrest Guest House to which her mother was legally entitled.

111. Even as her mother deteriorated physically and mentally, she continued to keep her rental income, and ignore her needs.

112. In March 2010, Ethlyn Hall complained to her son, Samuel Hall that Phyllis Hall would not let her stay in an apartment in the Hillcrest Guest House, was stealing her money and was coming into her home at night and had stolen her Bible.

113. On March 22, 2010, Ethlyn Hall asked her son to prepare a letter for her signature asking Phyllis Hall-Brin, beginning with the month of April, to send her a written monthly report of revenues and expenses along with a check for 50% of the net income by the 15th of the following month and on the 15th day of each month thereafter.

114. Phyllis Hall-Brin never responded to the March 22, 2010 letter from her mother.

115. Phyllis Hall-Brin failed to provide Ethlyn Hall with any written monthly reports from the operations at the Hillcrest Guest House. Instead, she continued to keep her mother's income.

116. Over a period of years, Phyllis Hall Brin and Elsa Hall have depleted their mother's savings and resources without materially helping to improve her lot in life or provide for her care and comfort.

117. Elsa Hall represented to her mother that she needed money for various things and constantly asked her to send her money while she was living in Florida. She also asked her to sign social security documents in blank so she could obtain disability benefits.

118. Her mother also provided funds for Elsa to improve her property, and on occasion gave her the rent from her downstairs apartment at No. 16 Peter Bay or its furnishings for her use or for the use of guests of her Botanical Villas.

119. As long as Ethlyn Hall was physically healthy and mentally sound, she was able to keep Elsa Hall and Phyllis Hall at bay. However, as she got older, she began to physically and mentally deteriorate and become paranoid. Ethlyn Hall was frail, infirm and of failing mind and body due to her advanced age and health. She was not capable of making decisions concerning her affairs because of failing memory, dementia and paranoia and the ease with which she may be unduly influenced.

120. In late 2009, she began to imagine people coming into her house in the middle of the night, including Phyllis Hall, to steal her Bible, steal her money and take her property.

121. In 2010, she complained repeatedly to her son, Samuel Hall, that she was not right in the head.

122. Sometimes she would sleep in a chair by the door at night with a string around the doorknob to keep out intruders.

123. Sometimes she would ask to sleep in Samuel Hall's home in St. John and did so on occasion in order to feel safe. Sometimes she also stayed during the week in his house on St. Thomas, where he encouraged her to stay during the week, but she frequently declined to do so.

124. In August 2010, Ethlyn Hall was no longer able, physically and mentally, to keep Elsa Hall and Phyllis Hall at bay. As a result, they

were able to move her out of her home at No. 16 Peter Bay on the pretense that they were going to paint it and return her to it. Instead, they took her furniture for their own purposes and rented out her house from under her for their own purposes.

125. Elsa Hall and Phyllis Hall put Ethlyn Hall in a dwelling unit in the guest house that Phyllis Hall Brin had long denied her access to and continued to keep her rent from the remaining units.

126. Elsa Hall and Phyllis Hall caused her to sleep on a futon instead of in her own queen size mahogany bed.

127. Elsa Hall and Phyllis Hall also duped Ethlyn Hall into thinking that she no longer had a place to stay in St. John.

128. In order to accomplish their objectives, Elsa Hall, Phyllis Hall and Tanya Muldrow conspired to isolate their mother from her son, Samuel Hall, and her granddaughter, Yassin Hall, and others.

129. In August 2010, Elsa Hall and Phyllis Hall took Ethlyn Hall, from her home at No. 16 Peter Bay without the knowledge or consent of Samuel Hall and Yassin Hall.

130. Within days after moving her mother out of her home, Elsa Hall posted her house for rent on her Botanical Villas website.

131. In August 2010, Samuel Hall and Yassin Hall traveled to No. 16 Peter Bay in order to

let Ethlyn Hall know that Yassin Hall was returning to Florida and discovered that the home of Ethlyn Hall had been stripped of furniture, and other contents and all of her personal effects.

132. Samuel Hall and Yassin Hall also discovered on that day that the downstairs apartment of Ethlyn Hall had been rented out by Elsa Hall to two University of the Virgin Islands students.

133. Elsa Hall also took the storage shed of Ethlyn Hall on Parcel 16 that Samuel Hall had built for her, and moved the shed onto the beach and attempted to rent it out as living accommodations without amenities such as running water, electricity, toilet facilities, certificate of occupancy or CZM approval.

134. Elsa Hall and Phyllis Hall also made it difficult for Samuel Hall to locate and speak with his mother. Without his knowledge, they moved her into one of her apartments in the Hillcrest Guest House where she had been previously denied access by Phyllis Hall-Brin. They located her in an apartment behind a cyclone fence, which was inaccessible by visitors without encountering Rottweilers of Phyllis Hall-Brin.

135. Then Elsa Hall wrote letters to Samuel Hall which she caused his mother to sign without her understanding or appreciating their significance, demanding money and making assertions Elsa Hall knew to be false.

136. No such letters or demands for money were ever written or sent to Samuel Hall by his mother prior to Elsa Hall and others moving her out of her home in August 2010, where she was not isolated from anyone.

137. Elsa Hall and Phyllis Hall caused their mother to reject $4,767.42 sent to her by Samuel Hall, made payable to the Virgin Islands Bureau of Internal Revenue, to help pay her property taxes after she had requested the money from him in a telephone call. Instead, they wanted the check made out to her so that they could get her to endorse it and then spend it for their own benefit.

138. In addition to sending Samuel Hall letters purporting to be from his mother, Elsa Hall created an email address through which she sent email to Samuel Hall purporting to be from Ethlyn Hall.

139. The email address Elsa Hall created purporting to be Ethlyn Hall is the email address ethlynhall@yahoo.com.

140. Elsa Hall created this email address, not Ethlyn Hall, because Samuel Hall's 95 year old mother could not type, did not know how to use a computer, create an email address or send email.

141. In August 2010, Elsa Hall and Phyllis Hall grabbed their mother from her home in which she had lived for over 20 years, isolated her from Samuel Hall and Yassin Hall

and by November 2010 caused her to transfer her property into a Trust for such purposes as they wished.

142. They did this without the knowledge or consent of Samuel Hall or Yassin Hall.

143. Prior to creation of the Trust, Ethlyn Hall owned and lived in her home Parcel No.16 Estate Peter Bay, St. John.

144. Prior to the creation of the Trust, she owned Parcel No. 17-7 Estate Peter Bay.

145. In November 2010, three months after Ethlyn Hall was isolated from her son and Yassin Hall, and without their knowledge or consent, Elsa Hall, Phyllis Hall and Tanya Muldrow caused the creation of the Trust into which they caused Ethlyn Hall, through the exercise of undue influence, to transfer her assets in order to benefit individuals they wished to benefit.

146. At the time the Trust was executed by Ethlyn Hall, Elsa Hall enjoyed a confidential relationship with Ethlyn Hall.

147. On April 22, 2011, Samuel Hall first learned of the Trust when he received from Attorney Andrew Simpson a draft of the complaint he proposed to file.

148. Elsa Hall subsequently continued to conceal the whereabouts of Ethlyn Hall from Samuel Hall and Yassin Hall.

149. Elsa Hall never disclosed to him or Yassin Hall before she moved Ethlyn Hall to Florida

that she had arranged for Ethlyn Hall to execute the Trust.

150. After the death of Victor Hall, Ethlyn Hall's youngest son, in an ongoing effort to isolate her from Samuel Hall, Yassin Hall and others, Elsa Hall also caused Ethlyn Hall to faint in March 2011 by moving her into plywood shanties that exist without modern amenities at Botanical Villas, the property owned by Elsa Hall, causing her to need medical care at the St. John clinic.

151. As a result of the efforts of Elsa Hall, Phyllis Hall Brin and Tanya Muldrow to deny him access to his mother, the last time Samuel Hall saw and spoke to his mother before she died on May 5, 2012 was at the St. John Clinic in March 2011.

152. After learning his mother was in the Myrah Keating Smith Clinic in St. John, Samuel Hall immediately went to the clinic along with his wife to see his mother.

153. At the clinic, he talked with his mother about the passing of his brother; whether his brother suffered from the same illnesses as his father, and her need to eat whether she felt like it or not.

154. As always, Ethlyn Hall, whenever she saw Samuel Hall, was happy to see him and never raised any issues with him concerning his care of her, the Ground Lease, or the construction of improvements on his parcel or

that of Yassin Hall, or any other matter relating to property or assistance.

155. Ethlyn Hall was also happy to see Diana Hall, the wife of Defendant Hall, who had been like a daughter to her, took care of her and Ethlyn Hall never raised any issues with her at the hospital.

156. The last time Samuel Hall saw his mother alive was at the Myrah Keating Smith Clinic in St. John.

157. In early April 2011, Elsa Hall prevented Yassin Hall from visiting her grandmother while she was on St. John for the funeral of her father, Victor Hall.

158. Elsa Hall hid Ethlyn Hall from Yassin Hall because she was afraid that Yassin would learn of the creation of the Trust in November 2010, and the exploitation of her resources, and of the plans to move Ethlyn Hall to Florida.

159. As a result of the efforts of Elsa Hall, Yassin Hall never saw or spoke to her grandmother again.

160. Yassin Hall did not even see Ethlyn Hall at the funeral of her father, Victor Hall, because Elsa Hall did not allow Ethlyn Hall to attend the funeral and actively sought to prevent Yassin Hall from visiting her mother while in St. John for her father's funeral.

161. Yassin Hall was denied the opportunity to see and speak to her grandmother in person

in August 2010, April 2011 and again in October 2011.

162. Not only did Elsa Hall and Phyllis Hall Brin not attend the funeral of their brother, Victor Hall, in April 2011, or assist in the cost of his burial, they kept Ethlyn Hall from the funeral services for her son, which was held in St. John on April 4, 2011.

163. Nor did Elsa Hall or Phyllis Hall Brin attend the funeral of Ethlyn Hall on May 26, 2012, which was also held on St. John, or assist in paying for the cost of her burial or the construction of her vault.

164. Phyllis Hall Brin lives in St. John just up the hill from the Lutheran Church where the funeral services for Ethlyn Hall were held.

165. In May 2011, after they moved Ethlyn Hall to Florida, Elsa Hall took advantage of Ethlyn Hall's failing memory, dementia and paranoia and used her undue influence over her and caused her to authorize this lawsuit against Samuel Hall.

166. Elsa Hall found Andrew Simpson, the lawyer who filed this suit, and arranged for him to meet with Ethlyn Hall.

167. At the time this lawsuit was filed, Elsa Hall enjoyed a confidential relationship with Ethlyn Hall.

168. From April 2011 until May 5, 2012, Ethlyn Hall lived in Miami, hidden from Yassin Hall and Elsa Hall until the day she died.

169. Due to her mental and physical infirmity, she could not walk or otherwise leave her apartment or contact Samuel Hall or Yassin Hall.

170. Before she died, Elsa Hall also caused Ethlyn Hall to execute a Last Will and Testament on June 3, 2011, giving all of her rest [sic] to the Trust, and appointing Elsa Hall and appointing her Personal Representative under the Will.

171. Elsa Hall lived with Ethlyn Hall at the time the Will was signed by Ethlyn Hall, in the same Miami dwelling as Ethlyn Hall, relied on the income from Ethlyn Hall for her own existence, and utilized the resources of Ethlyn Hall as she saw fit.

172. At the time the Will was executed by Ethlyn Hall, Elsa Hall enjoyed a confidential relationship with Ethlyn Hall.

173. Defendant Hall first learned of the Will on or about January 21, 2013, when he received the motion for leave to amend the complaint and the proposed First Amended Complaint filed in this action (Doc. Nos. 32 and 33).

174. Ethlyn Hall lacked the mental capacity to change her domicile from the Virgin Islands to Florida, or to sign the Trust or the Will.

175. Defendant Hall also learned for the first time from paragraph 12 the proposed amended complaint that Elsa Hall filed a probate action in Miami to probate the will in Florida.

176. Elsa Hall never gave to Defendant Hall or to Yassin Hall, as the heirs at law and next of kin of Ethlyn Hall, notice of her efforts to probate the Will.

177. Had Defendant Hall not challenged the survivability and assignability of tort claims of Ethlyn Hall to the Trust, the proposed First Amended Complaint would not have been filed and he would never have been informed by Elsa Hall of the existence of the Will or the effort by Elsa Hall to probate the Will in Florida.

178. Elsa Hall also asked others to conceal from Samuel Hall the existence of the Trust and the Will, and the whereabouts of Ethlyn Hall.

179. Yassin Hall resides in Florida, where her grandmother Ethlyn Hall was taken, but Elsa Hall, Phyllis Hall Brin and Tanya Muldrow failed to notify her of her grandmother's whereabouts in Miami and prevented Yassin Hall from having any contact with her grandmother even though both were located in Florida.

180. After a guardianship action was filed in the Family Court in St.Thomas in April 2011 by Yassin Hall and Samuel Hall, seeking the appointment of a guardian for Ethlyn Hall, Elsa Hall and Phyllis Hall Brin opposed the appointment of a guardian.

181. On October 5, 2011, Yassin Hall appeared in the Family Court and learned from the

Family Court judge exactly where her grandmother was being kept in Miami by Elsa Hall.

182. On October 5, 2011, after appearing in Family Court in St. Thomas and after discovering in Family Court where her grandmother was being kept in Miami by Elsa Hall, Yassin Hall travelled to Miami on October 5, 2011 and attempted to see her grandmother but Elsa Hall prevented her from doing so by refusing to open the apartment door of the apartment of Ethlyn Hall.

183. On October 5, 2011, in the presence of witnesses, Elsa Hall refused to open the door to Ethlyn Hall's apartment to let Yassin Hall see or speak to her invalid grandmother.

184. On October 5, 2011, Elsa Hall also called the police to arrest Yassin Hall rather than let her see her grandmother, but they declined to arrest her.

185. Since April 2011, and until she passed away on May 5, 2012, Defendant Samuel Hall and Yassin Hall were denied the ability to call Ethlyn Hall, visit her, wish her Happy Birthday or Happy Mother's Day or to determine whether she was properly being cared for. However, Elsa Hall, Phyllis Hall and Tanya Muldrow knew exactly where she was being kept and how to reach her.

186. Elsa Hall also failed to timely notify Samuel Hall and Yassin Hall of the death of Ethlyn

Hall, leaving it to them to be notified by a friend who discovered it on Facebook.

187. Elsa Hall also attempted to deny Samuel Hall and Yassin Hall any involvement in the burial arrangements for Ethlyn Hall even though Elsa Hall and PhyllisHall Brin had no intention of attending and did not attend her funeral.

188. After Samuel Hall learned of the death of Ethlyn Hall, and offered Tanya Muldrow financial assistance with the burial costs, Tanya Muldrow threatened to cremate the remains of Ethlyn Hall unless Samuel Hall also paid for a burial vault for Ethlyn Hall, after he had already paid the funeral home for its services.

189. That threat was made for solely for the purpose of intentionally causing him emotional distress, and to permit Elsa Hall, Phyllis Hall Brin and Tanya Muldrow to avoid paying any of the burial costs of Ethlyn Hall.

190. Elsa Hall individually and as a Trustee of the Trust plotted and planned and conspired to exercise dominion, control and ownership of Ethlyn Hall and her assets and her remains after using her undue influence on her while she was alive, and after isolating her while she was physically and mentally deteriorating, and incapable of taking care of herself and her affairs.

191. Elsa Hall was not motivated by love for Ethlyn Hall but by greed.

192. Elsa Hall and Phyllis Hall did not provide for the care of Ethlyn Hall prior to grabbing her and taking her out of her home in August 2010 just as they did not provide, attend to, care for, or honor their father during the last years of his life until he died in 2004,or provide for Ethlyn Hall after they took her out of her home in August 2010, except out of her own funds and income.

193. Elsa Hall and Phyllis Hall took advantage of Ethlyn Hall for their own economic benefit.

194. Purporting to act in the name of Ethlyn Hall, they attempted to obtain the construction funds under the Ground Lease which were allocated by Ethlyn Hall to the improvements to be made to Parcel 17-5 belonging to Samuel Hall and Parcel 17-6 belonging to Yassin Hall.

195. Notwithstanding their attempts, the dwellings on Parcel 17-5 and 17-6 were successfully completed in 2010 and 2011.

196. At all material times, Elsa Hall and others combined, conspired and acted in concert to remove Ethlyn Hall from her home, isolate her from others, take advantage of her mental and physical deterioration, destroy her relationship with Samuel Hall and Yassin Hall and the children of Yassin Hall and deprive her of her property, to the detriment of Samuel Hall, Yassin Hall and the children of Yassin Hall, grandchildren of Ethlyn Hall, namely, Marik Young, Yamisha Young, Aubrey Warner, Jr., and Roumell Augustine.

COUNT I

BREACH OF FIDUCIARY DUTY

197. After taking advantage of Ethlyn Hall for years, on or after August 2010, Elsa Hall and others used their confidential relationship with Ethlyn Hall to exercise undue influence over her and take advantage of her, especially after she mentally and physically declined and then isolated her from the rest of her family and friends at a time when she could not walk, cook for herself, grocery shop, remember telephone numbers, or take care of herself or manage her own funds, and thus became increasingly dependent on the assistance of others.

198. Because of the physical and mental infirmities of Ethlyn Hall, Elsa Hall and others have been able to take unfair advantage of Ethlyn Hall and to exercise undue influence over her and cause her to sign letters, a deed, Trust, and Will. Elsa Hall individually and as a purported Trustee of the Trust breached the duty of care she owed to her mother.

199. From and after August of 2010, Elsa Hall used and exerted undue influence on her mother while she was in her control, and Elsa Hall was in charge of Ethlyn Hall and the management and distribution of her income and property.

200. Since August 2010, she exercised complete dominion and control over the person of Ethlyn Hall as well as her income and property,

and continues to control her property through the Trust.

201. Elsa Hall and others have failed to account for their stewardship of the welfare, income and property, or for their egregious behavior.

202. As Ethlyn Hall's agent and custodian, Elsa Hall owed her a duty of loyalty and had a fiduciary duty to act in her best interest.

203. Elsa Hall and others breached their fiduciary duty to Ethlyn Hall by:

a. Seeking to take advantage of her dementia and paranoia;

b. presenting documents to her and telling her to sign them knowing that due to her mental infirmity she did not understand them or their legal consequence;

c. Keeping and spending her income for their own benefit;

d. failing to maintain adequate records of all transactions entered into on her behalf;

e. moving her out of her home;

f. causing her to transfer her assets into a Trust for their benefit three months after they moved her out of her home;

g. denying her the opportunity to go to her own son's funeral;

h. moving her to Florida away from the rest of her family and friends;

i. concealing her whereabouts from Samuel Hall, Yassin Hall and other members of her family and her friends;

j. attempting to place and rent out her storage shed on the beach without amenities or CZM approval in violation of law and risk fines and sanctions;

k. depriving her of the love and affection of her son, granddaughter and great-grandchildren.

l. wasting her savings and burial fund.

m. causing Ethlyn Hall to execute a Trust and a Will while she lacked the mental capacity to do as a result of undue influence from Elsa Hall.

204. As a direct and proximate result of her wrongful actions in breach of her fiduciary duty owed to Ethlyn Hall, her mother, and to the rest of her family, Elsa Hall has caused damages and injuries to her mother's estate, and to Samuel Hall, Yassin Hall and other family members.

COUNT II

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

205. All allegations above are incorporated herein by reference as if set forth at length.

206. Elsa Hall and Phyllis Hall-Brin have acted willfully, wrongfully and maliciously to

secret away, confine, and remove from the Virgin Islands, the person of Ethlyn Hall for the purpose of alienating her from Samuel Hall, denying him and Yassin Hall access to their mother and grandmother and otherwise to hold her under their dominion and control all to the detriment of Samuel Hall, Yassin Hall and others.

207. The removal of Ethlyn Hall, from the Virgin Islands, where she was born and has lived most of her life, including all of the past 52 years, was accomplished as a direct combination, plan and scheme of [ ] Elsa Hall and others.

208. Prior to the removal of Ethlyn Hall from the Virgin Islands, the last time she had flown on an airplane was to attend the graduation from law school of Defendant Samuel Hall in 1975.

209. Elsa Hall and Phyllis Hall-Brin, by removing Ethlyn Hall from St. John, Virgin Islands and attempting to establish a new domicile in Florida subjected her person and her estate to potentially substantial tax liabilities for which she and her estate would not otherwise be liable, all to the damage of Ethlyn Hall, her estate, and her heirs.

210. As a person born in the Virgin Islands and resident in the Virgin Islands, Ethlyn Hall's estate would not be subject to federal estate taxes, but that is not true if she is removed from the Virgin Islands and domiciled in Florida.

211. The removal of Ethlyn Hall from the Virgin Islands was accomplished with the motive to control her, isolate her, exert undue influence over her and to otherwise interfere with the relationship she has with Samuel Hall and Yassin Hall.

212. All of the actions of Elsa Hall were calculated to isolate and control Ethlyn Hall, her person and estate, all to the pecuniary advantage of Elsa Hall, and others, in favor of those individuals Elsa Hall wished to benefit, to the detriment of Samuel Hall, Yassin Hall and others.

213. In furtherance of their plan, scheme and design, they combined to overreach and overcome the will of Ethlyn Hall by moving her out of her home in August 2010 and then causing her to form a Trust of her assets three months later, in November 2010, without the knowledge and consent of Samuel Hall and Yassin Hall that will ultimately and fraudulently benefit them to the detriment of Samuel Hall, Yassin Hall and their heirs.

214. In furtherance of their plan, scheme and design, Elsa Hall and others have controlled all rental and other income that would otherwise be payable to Ethlyn Hall, and appropriated these amounts to their own use and benefit while using her lack of resources as part of the false justification for having moved her to Florida.

215. In furtherance of their plan, scheme and design, they deliberately sought to cause

Samuel Hall and Yassin Hall to worry about the health and well-being of Ethlyn Hall until she passed away.

216. Their willful, wrongful, intentional and calculated acts have been purposefully designed to drive a wedge between mother and son, and granddaughter and grandmother, and to wrongfully deny them the attention, time, association, contact, love and affection of Ethlyn Hall solely to advance their greed, avarice and pecuniary interest.

217. Their willful, wrongful, intentional and calculated acts have been purposefully designed to alienate Ethlyn Hall from her son and granddaughter, Yassin Hall, and the children of Yassin Hall and to wrongfully deny Yassin Hall and her children the attention, time, association, contact, love and affection of her grandmother, all to their detriment and solely to advance their own greed, avarice and pecuniary interest.

218. The conduct of Elsa Hall and others was intended to and did cause Samuel Hall and Yassin Hall and others emotional distress.

219. As a direct and proximate result of their wrongful conduct, Samuel Hall suffered emotional distress, pain of the mind and body, mental anguish, loss of sleep, and other physical symptoms, all to their detriment.

COUNT III

FRAUD

220. All allegations above are incorporated herein by reference as if set forth at length.

221. By sending out letters and emails to Samuel Hall through the use of U.S. mail, by fax and by email, purporting to be from Ethlyn Hall, who they are not, Elsa Hall committed fraud.

222. Elsa Hall sent those letters, email and faxes fraudulently to Samuel Hall in order to (a) obtain money from him under false pretenses, and (b) prevent him from fulfilling his commitment to his mother to see to the completion of the cottage of Yassin Hall, and (d) discourage him from looking out for his mother's best interests.

223. Elsa Hall's fraudulent conduct caused Ethlyn Hall in reliance thereon to move to Miami to her detriment and to the detriment of Samuel Hall, Yassin Hall and others.

224. Elsa Hall's conduct has been outrageous.

225. Samuel Hall is entitled to punitive damages as a result of her outrageous conduct.

COUNT IV

CIVIL CONSPIRACY/TORTIOUS INTERFERENCE

226. All allegations above are incorporated herein by reference as if set forth at length.

227. Elsa Hall, Phyllis Hall Brin and others have combined, agreed, conspired, planned and acted in such a way as to wrongfully, intentionally, and tortiously interfered with the relationship that Samuel Hall had with his mother, by denying him access to Ethlyn Hall and removing her from the Virgin Islands, knowing that her physical and mental condition has been impaired due to her advanced age and the undue influence of Elsa Hall.

228. Elsa Hall and others combined, agreed, conspired, planned and acted in such a way as to wrongfully, intentionally, and tortuously interfered with the relationship that Yassin Hall had with her grandmother, by denying her access to Ethlyn Hall and removing her from the Virgin Islands, knowing that her physical and mental condition has been impaired due to her advanced age and the undue influence of the Defendants.

229. Elsa Hall is liable to Samuel Hall and Yassin Hall for tortious interference with their relationship with Ethlyn Hall and the inheritance they would have received from Ethlyn Hall but for the wrongful conduct of Elsa Hall.

230. As a direct and proximate result of the wrongful conduct of Elsa Hall and others,

they have caused or attempted to cause Samuel Hall and Yassin Hall and the children of Yassin Hall the loss of their inheritance from Ethlyn Hall, as well mental anguish, pain, and other damages.

COUNT V

CONVERSION

231. All allegations above are incorporated herein by reference as if set forth at length.

232. Elsa Hall converted the property of Ethlyn Hall to her own use.

233. As a direct and proximate result of said conversion, Elsa Hall is liable to the Estate of Ethlyn Hall.

COUNT VI

MANDATORY INJUNCTION

234. All allegations above are incorporated herein by reference as if set forth at length.

235. Ethlyn Hall, up to the date of her death, was within the possession, dominion and control of Elsa Hall such that due to her advanced age, Samuel Hall and others have been forever denied the affections of Ethlyn Hall by virtue of her actions.

236. After the passing of Ethlyn Hall, and even before she was laid to rest on May 26, 2012, Defendant Elsa Hall sought in Family Court

to removal the notice of lis pendens placed on the property of Ethlyn Hall by Defendant Samuel Hall in order to protect against its transfer by Elsa Hall.

237. Elsa Hall attempted its removal without ever consenting to or submitting to the jurisdiction of the Family Court.

238. On May 15, 2012, Elsa Hall sought to get the Family Court to cancel the notice of lis pendens so that the property of Ethlyn Hall could be transferred or conveyed to another.

239. The Trust and Will should be invalidated as a result of the undue influence of Elsa Hall.

240. Unless this Court invalidates the Trust and the Will and enjoins Elsa Hall individually and as purported trustee of the Trust from disposing or transferring the property of Ethlyn Hall, she will exploit the property for her own benefit.

241. Samuel Hall has no adequate remedy at law to assure that Elsa Hall and others will turn over to its rightful heirs the property of Ethlyn Hall they wrongfully obtained.

242. Samuel Hall and Yassin Hall will suffer and have suffered irreparable injury if Elsa Hall succeeds in selling the property of Ethlyn Hall.

243. Money damages are inadequate to compensate Samuel Hall and Yassin Hall for the loss of their inheritance in this family property

unless the Court enjoins the wrongful conduct of Elsa Hall and others.

244. Samuel Hall is entitled to mandatory injunctive relief requiring Elsa Hall, individually and as the purported trustee of the Trust, to return to the estate of Ethlyn Hall her property wrongfully taken from her.

COUNT VII

ACCOUNTING

245. All allegations above are incorporated herein by reference as if set forth at length.

246. Elsa Hall and the Trust have received funds and property as described above, in an unknown amount, which was the property of Ethlyn Hall.

247. Samuel Hall requires this Court's intervention to order her to provide an accounting of all transactions concerning Ethlyn Hall's property and income that has been in her care, custody and control.

COUNT VIII

CONSTRUCTIVE TRUST

248. All allegations above are incorporated herein by reference as if set forth at length.

249. By reason of the wrongful manner in which Elsa Hall obtained and converted money and property belonging to Ethlyn Hall for her

personal benefit she and the Trust should be required to disgorge themselves of that income and property and be directed to place said property and all profits and improvements therefrom in constructive trust for the heirs at law and next of kin of Ethlyn Hall.

250. In the meantime, Samuel Hall, Yassin Hall and her children are entitled to the imposition of an equitable lien on the property of Ethlyn Hall.

COUNT IX

TORTIOUS INTERFERENCE

251. By fraud and undue influence, Elsa Hall induced the mother and grandmother, respectively, of Samuel Hall and Yassin Hall, while she was 94 years old, in ill health, of unsound mind and isolated from them, to transfer to the Trust her valuable property, in an attempt to cause her to disinherit Samuel Hall and Yassin Hall.

252. Elsa Hall tortiously interfered in the relationship between Defendant Samuel Hall and Yassin Hall, on the one hand, with Ethlyn Hall on the other and caused a wrongful interference with and deprivation of their intended legacy.

253. But for Elsa Hall's fraud and undue influence upon Ethlyn Hall, Defendant Samuel Hall and Yassin Hall as heirs at law of Ethlyn Hall would receive an inheritance from

Ethlyn Hall, which, by virtue of Elsa Hall's tortious conduct, she has sought to prevent.

254. As a direct and proximate result of Elsa Hall's wrongful conduct, Samuel Hall has sustained damages.

WHEREFORE Defendants pray for judgment against Plaintiffs jointly and severally for compensatory and punitive damages as may be proven at trial, and for injunctive relief as follows:

a. Requiring Plaintiffs to return to the estate of Ethlyn Hall her property they wrongfully took from her and which would thereby constitute the inheritance of Defendant Hall and Yassin Hall

b. Enjoining Plaintiff from wasting the assets of Ethlyn Hall and requiring Plaintiffs to account for her assets in their possession or converted by them;

c. Removing Elsa Hall as trustee of the Trust;

c. Requiring Plaintiff to account for the income and property of Ethlyn Hall;

d. Imposing a constructive trust;

e. Invalidating the Will and the Trust and disgorging from Elsa Hall and the Trust and others, the money and property belonging to Ethlyn Hall and placing said property and all profits therefrom in constructive trust for the heirs at law and next of kin of Ethlyn Hall;

f. Such and further relief as [] the Court may seem just, equitable and proper.

Respectfully submitted,

DATED: February 28, 2013

s/ Samuel H. Hall, Jr.
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IN THE DISTRICT COURT
OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS AND ST. JOHN

SAMUEL H. HALL, JR., PLAINTIFF, v. ELSA HALL, DEFENDANT.	CIVIL. NO. 3:13-cv-00095 ACTION FOR DAMAGES AND FOR AN ACCOUNTING JURY TRIAL DEMANDED

FIRST AMENDED COMPLAINT

(Filed Dec. 16, 2013)

Plaintiff Samuel H. Hall, Jr., by and through the undersigned counsel, and as his First Amended Complaint alleges as follows:

1. This Court has diversity jurisdiction pursuant to 28 U.S.C. Section 1332.

2. The amount in controversy exceeds $75,000.

3. Plaintiff Samuel H. Hall, Jr. ("Samuel Hall") is a citizen of the Virgin Islands, residing in St. Thomas, U.S. Virgin Islands, and is the son of Ethlyn Hall.

4. Yassin Hall, is a citizen of Florida and is the granddaughter of Ethlyn Hall and the only child of Victor Hall, son of Ethlyn Hall.

5. Phyllis Hall-Brin, is a citizen of the Virgin Islands, residing at # 156-157 Estate Enighed and Contant, Cruz Bay, St. John, Virgin Islands, and is the daughter of Ethlyn Hall.

6. Defendant Elsa Hall, is a citizen of Florida and is the daughter of Ethlyn Hall.

7. Elsa Hall is named herein individually.

8. Tanya Muldrow is a citizen of the state of Georgia and is the daughter of Phyllis Hall-Brin.

9. Ethlyn Hall ("Ethlyn Hall") was a citizen of the Virgin Islands at the time of her death and is the mother of the Samuel H. Hall, Jr., Phyllis Hall-Brin and Elsa Hall, and the grandmother of Yassin Hall and Tanya Muldrow.

10. Ethlyn Hall died on May 5, 2012 in Miami, Florida.

11. Ethlyn Hall was moved out of her home at No. 16 Peter Bay, St. John, and eventually to Miami, Florida at a time when she was mentally unable to make an informed decision about her domicile or care due to the undue influence of Elsa Hall.

12. In 1975, Estate Peter Bay, St. John was partitioned into 1/6th shares. Ethlyn Hall received approximately eight acres as a result of the partition.

13. Ethlyn Hall received from the partition approximately 1.5 acres in lower Peter Bay (Parcel 16) and approximately six acres in Upper Peter Bay (Parcel 17).

14. Ethlyn Hall's Peter Bay property was in addition to the Cruz Bay property she and

Samuel Hall, Sr. owned, known as Parcel No. 156-157 Estate Enighed and Contant.

15. For over 30 years, starting in the 1970's, Samuel Hall provided legal and other assistance for Ethlyn Hall without seeking or obtaining any compensation or remuneration in the form of money or property.

16. In 1970's, when Samuel Hall, Sr. and Ethlyn Hall divorced, Samuel Hall was designated by their divorce court judge, in accordance with the agreement of his mother and father, to oversee the allocation of net rental income from their Cruz Bay property between them, and he did so voluntarily and without any financial compensation or remuneration.

17. In 1981, when Samuel Hall, Sr. agreed to sell his one-half interest in the Cruz Bay property to Ethlyn Hall, Samuel Hall, Jr. cosigned the bank loan of Ethlyn Hall allowing her to purchase his one-half interest.

18. During the 1980-1990's, St. John Land Investment Limited sought to collect from Ethlyn Hall 1/6th the cost of constructing a concrete subdivision road with underground utilities, security gate and gate openers, roadside stonework and landscaping in lower Peter Bay.

19. The cost of said work was several hundred thousand dollars if it was not in excess of $1 million.

20. Through the legal efforts of Plaintiff Samuel Hall, Ethlyn Hall did not have to pay for any of the cost of the roadwork.

21. Samuel Hall, on behalf of Ethlyn Hall was successful in discouraging St. John Land Investment from attempting to collect from her 1/6th of the cost of the work.

22. If Ethlyn Hall had been forced to pay 1/6th the cost of the work, she would have been forced to sell some of her property in order to do so.

23. In the 1980's, Samuel Hall assisted his mother in the construction of her house at Parcel 16 by providing her with construction materials and equipment from St. Thomas at no cost to her.

24. In 1990, when Victor Hall attempted to adversely possess his mother's property in lower Peter Bay, Samuel Hall successfully sued to evict Victor Hall on behalf of Ethlyn Hall and successfully defended Ethlyn Hall from his adverse possession claim in the Territorial Court F.E.D. No. 218/1990 and in the District Court App. Div. Misc. No. 1990-18.

25. In 1990, Samuel Hall recommended that Ethlyn Hall place her Cruz Bay property in her name along with that of Elsa Hall and Phyllis Hall as joint tenants in order to provide them with economic security.

26. When Ethlyn Hall asked if he should be included, he declined to be included on the deed.

27. On April 25, 1990, at the recommendation of Samuel Hall, and with his legal assistance in preparing the deed, Ethlyn Hall, conveyed by quitclaim deed her seven dwelling unit guest house doing business as Hillcrest Guest House ("Hillcrest Guest House"), located on Parcel No. 156-157 Estate Contant and Enighed, St. John, to herself, Phyllis and Elsa, as joint tenants, reserving for herself, however, a life estate in all rents and profits.

28. Ethlyn Hall did this in order to provide a home and shelter to Elsa Hall and Phyllis Hall, who had failed to purchase or otherwise acquire real property or a house of their own, while at the same time preserving her right to the guest house income in case she needed it.

29. Ethlyn Hall also allowed Phyllis Hall-Brin to live at the Hillcrest Guest House in a three bedroom apartment rent-free since April 25, 1990 on condition that she manage the rental of the guest house and provide her with the net income.

30. However, after the conveyance, Phyllis Hall-Brin failed to continue to provide her mother with her portion of the net income. Instead, except for paying the telephone and light bill for her mother's home at No. 16 Estate Peter Bay, Phyllis Hall Brin kept the net income for her own use.

31. Ethlyn Hall complained about Hall-Brin's actions in converting the rental income from

the Hillcrest Guest House to her own personal use.

32. In 1999, Defendant Elsa Hall asked her mother to convey to her property in Estate Peter Bay, St. John.

33. In June 1999, after her mother agreed to give Defendant Elsa Hall one acre, Samuel Hall prepared a quit-claim deed at the request of his mother, in order to cause Elsa Hall to quit-claim her interest in the seven dwelling unit guest house (Hillcrest Guest House), and to receive in exchange a deed of gift from Ethlyn Louise Hall to approximately an acre in Estate Peter Bay.

34. By deed dated June 4, 1999, Elsa Hall quit-claimed to Ethlyn Hall and Phyllis Hall Brin her interest in the Hillcrest Guest House.

35. After obtaining the acre, Elsa Hall was unsuccessful in operating a landscaping business on the property, and eventually discontinued the landscaping business.

36. She was also unsuccessful in operating a campground on the property

37. She has also been unsuccessful in remaining gainfully employed by others for any significant length of time.

38. In 1999, Elsa Hall also asked Samuel Hall to incorporate a business she called Botanical Villas, Inc. in order to operate a campground on her property, and he incorporated it for her at no cost to her for his services.

39. Elsa Hall also asked Samuel Hall to co-sign a truck loan for her and he did that too.

40. However, the buildings Elsa Hall built on her property were plywood shanties, not botanical villas, and were not been kept clean and safe.

41. This caused them to receive highly unfavorable guest reviews, which appear online at www.tripadvisor.com when a search for "St. John Botanical Villas" is conducted.

42. In 1999, in exchange for the deed t[illegible] one acre, Elsa Hall quit-claimed and relinquished her interest in the Hillcrest Guest House in order to obtain the first of two adjacent acres of land she received from her mother in Estate Peter Bay, St. John.

43. In 1990, St. John Land Investment Limited desired to construct a concrete subdivision road, stonework, landscaping, security gate and gate opener in Upper Peter Bay, with the road work to be done in the location established by the 1975 partition decree pursuant to which Ethlyn Hall obtained title to her Peter Bay property.

44. Instead of seeking to have Ethlyn Hall pay 1/6th of the cost, St. John Land Investment, Ltd. agreed, in exchange for Samuel Hall on behalf of Ethlyn Hall obtaining the CZM permits to build the concrete road, stone walls, and landscaping, to perform the roadwork without requiring Ethlyn Hall to pay 1/6th of its cost.

45. If Ethlyn Hall had been forced to pay 1/6th the cost of the work, she would have been forced, as a retiree, to sell some of her property in order to do so.

46. The cost of said roadwork was several hundred thousand dollars if it was not in excess of $1 million.

47. Samuel Hall also retained the services of architect John Woods to design the subdivision road in Upper Peter Bay and paid for the architectural services himself.

48. On December 13, 1999, Samuel Hall applied for minor CZM permit on behalf of his mother to construct portion of the Subdivision road in Upper Peter Bay pursuant to a power of attorney from his mother authorizing him to do so.

49. Neither Ethlyn Hall nor any of her children, except for Samuel Hall, or her grandchildren paid for any of the cost of the roadwork in Upper Peter Bay.

50. On November 17, 2000, Samuel Hall applied for another CZM permit on behalf of Ethlyn Hall in order to permit to construct another portion of the subdivision road in Upper Peter Bay, pursuant to a power of attorney given to him by Ethlyn Hall.

51. The roadwork cost hundreds of thousands of dollars if not more than $1 million.

52. Through the efforts of Samuel Hall, Ethlyn Hall paid none of the cost of the roadwork.

53. In addition, in 2001, Samuel Hall, on behalf of Ethlyn Hall, also arranged for the exchange of easements and of substandard parcels owned by Ethlyn Hall (Parcel 17-B and 17-3) for a larger, substandard parcel owned by St. John Land Investment (Parcel 15-7), so that each party obtained a substandard parcel that, when added to their remaining property, enhanced its value. In addition, the substandard parcel Ethlyn Hall received was larger and more valuable than the substandard parcels she gave up in exchange.

54. Ethlyn Hall also obtained from St. John Land Investment, Ltd. at no cost to her, through the assistance of Samuel Hall, a contractual commitment to construct an additional concrete access road to her property, of similar construction as the concrete subdivision road, and the access road was constructed as agreed.

55. In 1998 or 1999, through 2002, Samuel Hall also successfully represented his mother in the case of Peter Bay Homeowners Association v. Stillman, et. al., a lawsuit filed in the District Court of the Virgin Islands, in order to protect Ethlyn Hall from the claim of the Peter Bay Homeowners Association that its members had a 50 foot easement over her beachfront property (Parcel 16) in lower Peter Bay, and from their claim that she was obligated to be a dues-paying member of the Association.

56. In 2002, he also successfully represented his mother on appeal of the case to the U.S. Court of Appeals for the Third Circuit.

57. Starting in 2001, Samuel Hall also assisted Ethlyn Hall in subdividing her property in upper Peter Bay, after the concrete road and other road improvements were completed.

58. He accomplished the subdivision at considerable cost, time and expense to himself, including paying for the engineering and surveying costs himself.

59. On or before April 2002, with the legal assistance of Samuel Hall, after he completed the subdivision of Parcel 17 after considerable expenditure of his own time, money and effort, Ethlyn Hall conveyed by deed of gift the second of two acres in Estate Peter Bay to Elsa Hall (Parcel 17-2), an acre, more or less, to her daughter Phyllis Hall[-]Brin (Parcel 17-4), an acre, more or less, to her son (Parcel 17-5); and caused the conveyance of an acre, more or less, to her granddaughter, Yassin Hall (Parcel 15-7 and 17-6).

60. Samuel Hall did not seek or obtain a gift of any property from his mother beyond the one acre parcel she decided to give him.

61. In 2002 and 2003, Samuel Hall, on behalf of Ethlyn Hall, without any cost to her, also negotiated with John ("Jack") Andrews a long-term ground lease on a one acre parcel known and described as Parcel No. 17-7 Estate Peter Bay.

62. In exchange for the construction of two cottages, one on the property of Phyllis Hall-Brin and one on the property of Yassin Hall, Andrews was to receive a 50 year ground lease to an unimproved acre of land known as Parcel 17-7.

63. On January 24, 2003, the Ground Lease to Parcel 17-7 was executed between Ethlyn Hall and the Andrews St. John Trust ("Andrews").

64. Samuel Hall did not ask for or seek to obtain any benefit from the Ground Lease he successfully negotiated, or receive any financial compensation or remuneration for conceiving of and successfully negotiating the Ground Lease.

65. Ethlyn Hall greatly appreciated the continued efforts of her son on her behalf and on behalf of the family.

66. Although initially the construction of cottages under the Ground Lease for Elsa Hall and Phyllis Hall-Brin were recommended by Samuel Hall to his mother, Ethlyn Hall, she decided that Elsa Hall had already received enough from her, having been given approximately two acres, one more acre than anyone else, and the two acres were more valuable than one acre with a cottage.

67. Ethlyn Hall decided that the two cottages were to be built by Andrews for Phyllis Hall-Brin and Yassin Hall, the only child of Ethlyn

Hall's deceased son, Victor Hall, on their respective parcels.

68. On March 2003, Andrews made a separate proposal to Elsa Hall to develop her property and build cottages on her property but she rejected it.

69. After the Ground Lease was executed, Elsa Hall insisted to her mother that she should get a cottage and eventually caused her mother to request from Samuel Hall by letter dated April 23, 2003, that she be provided with a cottage, which would have required amending the Ground Lease and extending its term.

70. However, Andrews was not agreeable to amending the Ground Lease to extend its term in order to build a third cottage.

71. Elsa Hall became upset with Samuel Hall for not obtaining for her a cottage free of cost to her under the Ground Lease and stopped speaking to him in 2003.

72. Elsa Hall then listed her property for rent under a long-term lease but was unable on her own to obtain a tenant.

73. Subsequently, Elsa Hall listed her property for sale, but was unable to obtain a buyer until June 2012, approximately one month after her mother passed away, and she sold it at a significantly reduced price.

74. Elsa Hall has continually exploited her mother's resources for her own care. In fact,

she attempted unsuccessfully, after Ethlyn Hall had died on May 5, 2012, but before she was buried on May 26, 2012, to remove the lis pendens Samuel Hall placed on the property of Ethlyn Hall in 2011 in order to protect it from Elsa Hall and the Trust, while he sought the appointment of a guardian for his mother.

75. Elsa Hall was then forced to sell her own property within days after the passing of her mother, because she could no longer rely on her mother's income for support.

76. Ethlyn Hall was born on June 6, 1916 in St. John, Virgin Islands and died on May 5, 2012 and was 95 years old at the time of her death.

77. Prior to August 11, 2010, Ethlyn Hall lived in her two story, two dwelling unit, beachfront home located at No. 16 Peter Bay, St. John, Virgin Islands.

78. Prior to August 11, 2010, Ethlyn Hall was looked after by Samuel Hall and he provided her with assistance besides legal assistance over a period of many years.

79. He took her to the doctor, the St. John clinic, St. Thomas hospital and other places, bought her groceries, cleaned her yard, fixed her driveway, installed fans in her house, maintained her home, bought her appliances, built her a storage shed, picked up her mail, made her bank deposits, obtained for her direct deposit of her retirement income, saw to her medical care and also represented her in

lawsuits and assisted her in subdividing, leasing, conveying and distributing her real property in accordance with her wishes.

80. Prior to August 11, 2010, Elsa Hall did not provide for the care of Ethlyn Hall, despite her mother's generosity towards her. Instead, she depleted her resources by spending her money, eating her food, occupying her residence and requested and obtained funds from her to live, repair her truck and to travel to and from Florida.

81. Whenever Elsa Hall was in St. John, she lived in the home of Ethlyn Hall, slept on her couch, ate her food, and sometimes occupied her downstairs apartment.

82. Elsa Hall also rented out the downstairs apartment of Ethlyn Hall on a short-term basis, from time to time, in order to obtain income for herself.

83. On or about August 11, 2010, Elsa Hall removed Ethlyn Hall from her home at No. 16 Peter Bay in order to isolate her from Samuel Hall and Yassin Hall.

84. On or about August 11, 2010, Samuel Hall and Yassin Hall went to the home of Ethlyn Hall and found it vacant and devoid of her personal effects, and did not know where she was or whether she had passed away.

85. When Ethlyn Hall was moved into a unit in the Hillcrest Guest House in Cruz Bay in August 2010, Elsa Hall moved in with her and slept in her apartment, ate her food and

spent her money. She also depleted her savings.

86. After August 11, 2010, Elsa Hall rented out her mother's two dwelling unit home at No.16 Peter Bay. Upon information and belief, the income derived from the rental of Ethlyn Hall's two dwelling unit home at No. 16 Peter Bay was not utilized exclusively for Ethlyn Hall's benefit.

87. Thereafter, she moved her mother to Miami, Florida without the prior knowledge of Samuel Hall or Yassin Hall and concealed from them her telephone number, address and whereabouts until the day Ethlyn Hall died.

88. In Miami, Elsa Hall continued to live off of the income and assets of Ethlyn Hall until the day she died.

89. Phyllis Hall-Brin, after benefiting from the love of Ethlyn Hall turned her back on her mother after she received: (a) a half interest in the Hillcrest Guest House in which she has lived rent free since 1990 and from which she has kept rental income to which Ethlyn Hall is entitled; (b) a one acre parcel of land in Estate Peter Bay known and described as Parcel 17-4 Peter Bay; and (c) the right to have a cottage built by Andrews on her Parcel 17-4.

90. Phyllis Hall-Brin turned away from her mother just as or shortly after construction began on her cottage in early 2006.

91. On October 13, 2006, after Phyllis Hall-Brin continued to neglect her mother, Samuel Hall sent an email to her and several other members of the family requesting that they provide Ethlyn Hall with attention, care and assistance.

92. Despite receipt of that communication, Phyllis Hall-Brin continued to keep her mother's income from Hillcrest House, ignore her care and welfare, and failed to allow her to use a dwelling unit in the Hillcrest Guest House. For a long period of time she did not communicate with her mother, including on Christmas, Thanksgiving, Valentine's Day, Easter, or her birthday.

93. Phyllis Hall-Brin also stopped speaking to Samuel Hall and his wife after she was urged as the only child of Ethlyn Hall who at the time resided on St. John full-time, to look out for her mother's well-being and care.

94. Phyllis Hall-Brin, who is retired and lives on St. John, did not even show up when EMTs called her about her mother's illness after her mother had called for an ambulance. The EMTs waited with Ethlyn Hall at her home until Samuel Hall and his wife arrived on St. John from St. Thomas.

95. On another occasion, while Samuel Hall was on the U.S. Mainland in May 2009, Phyllis Hall-Brin refused to pick up her mother at the Myrah Keating-Smith Clinic in St. John until she was told by the clinic staff that her mother had to be released to a family

member not to the non-family member Samuel Hall arranged from the mainland to pick her up.

96. On March 5, 2007, by email, Samuel Hall reminded Phyllis Hall-Brin, even as her mother's Ground Lease was funding the construction of her cottage, of the need for her to contact and communicate with her mother. He informed her by email that all her mother needed is a once-a-week phone call for just 15 minutes.

97. Notwithstanding this reminder, the continued generosity of her mother and her mother's forbearance from seeking more aggressive measures to ensure that Phyllis Hall Brin turned over to her the rental income that was due to her, Hall Brin continued to ignore the welfare of her mother, and failed to visit her or call her once-a-week.

98. She did not visit her mother, assist her in obtaining groceries, return her phone calls or otherwise honor her mother.

99. Thus, on and before August 3, 2007, Ethlyn Hall decided to discontinue funding a cottage for Phyllis Hall Brin, who was not taking care of her, and decided instead to reprogram the funds towards construction of the house of Samuel Hall, who was taking care of her.

100. On August 3, 2007, Ethlyn Hall voluntarily signed a statement addressed to whom it may concern, with full knowledge of what she was doing, reprogramming the funds

under the Ground Lease from the property of Phyllis Hall to the property of Samuel Hall, while authorizing him to complete the construction on the property of Yassin Hall.

101. On August 4, 2007 she signed a Power of Attorney and an Assignment, giving him complete authority over the Ground Lease in order to successfully complete the construction of the house of Yassin Hall and to assist in the completion of his own house, and to see to the future development of Parcel 17-7, which he did.

102. In August 2007, Ethlyn Hall was pleased that her son had taken care of her through the years and was willing to continue to take care of her in the future and undertake the completion of the home of Yassin Hall.

103. Ethlyn Hall, at the time she signed those documents, was pleased that she was able to assist her son financially, for the first time since he graduated from law school in 1975 instead of the other way around.

104. In 2004, Samuel Hall began construction with his own funds of his own home in St. John on the property given to him by his mother in 2002. At the time he began construction of his home, and until Phyllis Hall failed to look after their mother, he never sought or obtained any financial assistance from Ethlyn Hall to complete his home on Parcel 17-5.

105. Prior to August 3, 2007, Samuel Hall was not a beneficiary of the Ground Lease he successfully negotiated on behalf of his mother with Andrews for the benefit of Phyllis Hall-Brin and Plaintiff Yassin Hall.

106. He became a beneficiary only after his sister failed for a long period of time to honor her elderly mother, and converted substantial rental proceeds due to her mother from the Hillcrest Guest House for Hall-Brin's own personal use and benefit.

107. For a period of almost two years thereafter the reprogramming of the funds from the Ground Lease, Phyllis Hall-Brin continued to ignore her mother's welfare, and avoided communicating with Samuel Hall.

108. Then on June 8, 2009, Phyllis Hall-Brin wrote an email accusing Samuel Hall of failing to see to the construction of her cottage.

109. In response, Samuel Hall chastised her in a reply email for not taking care of her mother, ignoring her at Christmas, birthdays and other holidays, and confirmed why, due to her neglect of her mother, her cottage's construction was halted back in 2007.

110. Phyllis Hall[-]Brin never responded to the email of Samuel Hall. Instead, she sought unsuccessfully to have her mother reprogram funds back to the construction of her cottage, which her mother refused to do.

111. Phyllis Hall-Brin continued to keep the rent from the seven dwelling units at Hillcrest

Guest House to which her mother was legally entitled.

112. Even as her mother deteriorated physically and mentally, she continued to keep her rental income, and ignore her needs.

113. In March 2010, Ethlyn Hall complained to her son, Samuel Hall that Phyllis Hall would not let her stay in an apartment in the Hillcrest Guest House, was stealing her money and was coming into her home at night and had stolen her Bible.

114. On March 22, 2010, Ethlyn Hall asked her son to prepare a letter for her signature asking Phyllis Hall-Brin, beginning with the month of April, to send her a written monthly report of revenues and expenses along with a check for 50% of the net income by the 15th of the following month and on the 15th day of each month thereafter.

115. Phyllis Hall-Brin never responded to the March 22, 2010 letter from her mother.

116. Phyllis Hall-Brin failed to provide Ethlyn Hall with any written monthly reports from the operations at the Hillcrest Guest House. Instead, she continued to keep her mother's income.

117. Over a period of years, Phyllis Hall-Brin and Elsa Hall have depleted their mother's savings and resources without materially helping to improve her lot in life or provide for her care and comfort.

118. Elsa Hall represented to her mother that she needed money for various things and constantly asked her to send her money while she was living in Florida. She also asked her to sign social security documents in blank so she could obtain disability benefits.

119. Her mother also provided funds for Elsa to improve her property, and on occasion gave her the rent from her downstairs apartment at No. 16 Peter Bay or its furnishings for her use or for the use of guests of her Botanical Villas.

120. As long as Ethlyn Hall was physically healthy and mentally sound, she was able to keep Elsa Hall and Phyllis Hall at bay. However, as she got older, she began to physically and mentally deteriorate and beaome [sic] paranoid. Ethlyn Hall was frail, infirm and of failing mind and body due to her advanced age and health. She was not capable of making decisions concerning her affairs because of failing memory, dementia and paranoia and the ease with which she may be unduly influenced.

121. In late 2009, she began to imagine people coming into her house in the middle of the night, including Phyllis Hall, to steal her Bible, steal her money and take her property.

122. In 2010, she complained repeatedly to her son, Samuel Hall, that she was not right in the head.

123. Sometimes she would sleep in a chair by the door at night with a string around the doorknob to keep out intruders.

124. Sometimes she would ask to sleep in Samuel Hall's home in St. John and did so on occasion in order to feel safe. Sometimes she also stayed during the week in his house on St. Thomas, where he encouraged her to stay during the week, but she frequently declined to do so.

125. In August 2010, Ethlyn Hall was no longer able, physically and mentally, to keep Elsa Hall and Phyllis Hall-Brin at bay. As a result, they were able to move her out of her home at No. 16 Peter Bay on the pretense that they were going to paint it and return her to it. Instead, they took her furniture for their own purposes and rented out her house from under her for their own purposes.

126. Elsa Hall and Phyllis Hall-Brin put Ethlyn Hall in a dwelling unit in the guest house that Phyllis Hall-Brin had long denied her access to and continued to keep her rent from the remaining units.

127. Elsa Hall and Phyllis Hall-Brin caused her to sleep on a futon instead of in her own queen size mahogany bed.

128. Elsa Hall and Phyllis Hall-Brin also duped Ethlyn Hall into thinking that she no longer had a place to stay in St. John.

129. In order to accomplish their objectives, Elsa Hall, Phyllis Hall-Brin and Tanya Muldrow

conspired to isolate their mother from her son, Samuel Hall, and her granddaughter, Yassin Hall, and others.

130. In August 2010, Elsa Hall and Phyllis Hall-Brin took Ethlyn Hall, from her home at No. 16 Peter Bay without the knowledge or consent of Samuel Hall and Yassin Hall.

131. Within days after moving her mother out of her home, Elsa Hall posted her house for rent on her Botanical Villas website.

132. In August 2010, Samuel Hall and Yassin Hall traveled to No. 16 Peter Bay in order to let Ethlyn Hall know that Yassin Hall was returning to Florida and discovered that the home of Ethlyn Hall had been stripped of furniture, and other contents and all of her personal effects.

133. Samuel Hall and Yassin Hall also discovered on that day that the downstairs apartment of Ethlyn Hall had been rented out by Elsa Hall to two University of the Virgin Islands students.

134. Elsa Hall also took the storage shed of Ethlyn Hall on Parcel 16 that Samuel Hall had built for her, and moved the shed onto the beach and attempted to rent it out as living accommodations without amenities such as running water, electricity, toilet facilities, certificate of occupancy or CZM approval.

135. Elsa Hall and Phyllis Hall-Brin also made it difficult for Samuel Hall to locate and speak with his mother. Without his knowledge,

they moved her into one of her apartments in the Hillcrest Guest House where she had been previously denied access by Phyllis Hall-Brin. They located her in an apartment behind a cyclone fence, which was inaccessible by visitors without encountering Rottweilers of Phyllis Hall-Brin.

136. Then Elsa Hall wrote letters to Samuel Hall which she caused his mother to sign without her understanding or appreciating their significance, demanding money and making assertions Elsa Hall knew to be false.

137. No such letters or demands for money were ever written or sent to Samuel Hall by his mother prior to Elsa Hall and others moving her out of her home in August 2010, where she was not isolated from anyone.

138. Elsa Hall and Phyllis Hall-Brin caused their mother to reject $4,767.42 sent to her by Samuel Hall, made payable to the Virgin Islands Bureau of Internal Revenue, to help pay her property taxes after she had requested the money from him in a telephone call. Instead, they wanted the check made out to her so that they could get her to endorse it and then spend it for their own benefit.

139. In addition to sending Samuel Hall letters purporting to be from his mother, Elsa Hall created an email address through which she sent email to Samuel Hall purporting to be from Ethlyn Hall.

140. The email address Elsa Hall created purporting to be Ethlyn Hall is the email address ethlynhall@yahoo.com.

141. Elsa Hall created this email address, not Ethlyn Hall, because Samuel Hall's 95 year old mother could not type, did not know how to use a computer, create an email address or send email.

142. In August 2010, Elsa Hall and Phyllis Hall grabbed their mother from her home in which she had lived for over 20 years, isolated her from Samuel Hall and Yassin Hall and by November 2010 caused her to transfer her property into a Trust for such purposes as they wished.

143. They did this without the knowledge or consent of Samuel Hall or Yassin Hall.

144. Prior to creation of the Trust, Ethlyn Hall owned and lived in her home Parcel No.16 Estate Peter Bay, St. John.

145. Prior to the creation of the Trust, she owned Parcel No. 17-7 Estate Peter Bay.

146. In November 2010, three months after Ethlyn Hall was isolated from her son and Yassin Hall, and without their knowledge or consent, Elsa Hall, Phyllis Hall-Brin and Tanya Muldrow caused the creation of the Trust into which they caused Ethlyn Hall, through the exercise of undue influence, to transfer her assets in order to benefit individuals they wished to benefit.

147. At the time the Trust was executed by Ethlyn Hall, Defendant Elsa Hall enjoyed a confidential relationship with Ethlyn Hall.

148. On April 22, 2011, Samuel Hall first learned of the Trust when he received from Attorney Andrew Simpson ("Simpson") a draft of the complaint he proposed to file against him.

149. Although Simpson disclosed the existence of the Trust in the draft complaint, he sought to conceal on behalf of Elsa Hall the terms of the Trust.

150. Over the objection of Plaintiff, the District Court reviewed the Trust *in camera* for the purpose of determining jurisdiction over the parties.

151. Plaintiff never saw the Trust until January 2013, when it was produced by Simpson for the first time in discovery.

152. The tortious interference of Elsa Hall with the right to inherit of Samuel Hall and Elsa Hall was discovered in January 2013 when Plaintiff was provided with a copy of the Will and the Trust.

153. The effort of Defendant to deny Plaintiff his inheritance through her wrongful conduct was discovered in January 2013 when Plaintiff was provided with a copy of the Will and the Trust by Simpson as required by the Federal Rules of Civil Procedure.

154. At that time, Plaintiff learned that the Will and Trust executed by his mother and

subsequently amended further in Florida excluded him and Yassin Hall as beneficiaries of Ethlyn Hall and through discovery in that case learned that Defendant Elsa Hall had abused and misused her relationship with Ethlyn Hall to take possession of all of her real and personal property.

155. In discovery, Plaintiff learned that Defendant Hall obtained long-term leases to the property of Ethlyn Hall, possession of her rent, savings and checking account, and in her name sought to sell all of her property within months of moving her to an undisclosed location in Florida.

156. Elsa Hall subsequently continued to conceal the whereabouts of Ethlyn Hall from Samuel Hall and Yassin Hall.

157. Elsa Hall never disclosed to him or Yassin Hall before she moved Ethlyn Hall to Florida that she had arranged for Ethlyn Hall to execute the Trust.

158. After the death of Victor Hall, Ethlyn Hall's youngest son, in an ongoing effort to isolate her from Samuel Hall, Yassin Hall and others, Elsa Hall also caused Ethlyn Hall to faint in March 2011 by moving her into plywood shanties that exist without modern amenities at Botanical Villas, the property owned by Elsa Hall, causing her to need medical care at the St. John clinic.

159. As a result of the efforts of Elsa Hall, Phyllis Hall-Brin and Tanya Muldrow to deny him

access to his mother, the last time Samuel Hall saw and spoke to his mother before she died on May 5, 2012 was at the St. John Clinic in March 2011.

160. After learning his mother was in the Myrah Keating Smith Clinic in St. John, Samuel Hall immediately went to the clinic along with his wife to see his mother.

161. At the clinic, he talked with his mother about the passing of his brother, whether his brother suffered from the same illnesses as his father, and her need to eat whether she felt like it or not.

162. As always, Ethlyn Hall, whenever she saw Samuel Hall, was happy to see him and never raised any issues with him concerning his care of her, the Ground Lease, or the construction of improvements on his parcel or that of Yassin Hall, or any other matter relating to property or assistance.

163. Ethlyn Hall was also happy to see Diana Hall, the wife of Plaintiff Hall, who had been like a daughter to her, took care of her and Ethlyn Hall never raised any issues with her at the hospital.

164. The last time Samuel Hall saw his mother alive was at the Myrah Keating Smith Clinic in St. John.

165. In early April 2011, Elsa Hall prevented Yassin Hall from visiting her grandmother while she was on St. John for the funeral of her father, Victor Hall.

166. Elsa Hall hid Ethlyn Hall from Yassin Hall because she was afraid that Yassin would learn of the creation of the Trust in November 2010, and the exploitation of her resources, and of the plans to move Ethlyn Hall to Florida.

167. As a result of the efforts of Elsa Hall, Yassin Hall never saw or spoke to her grandmother again.

168. Yassin Hall did not even see Ethlyn Hall at the funeral of her father, Victor Hall, because Elsa Hall did not allow Ethlyn Hall to attend the funeral and actively sought to prevent Yassin Hall from visiting her grandmother while in St. John for her father's funeral.

169. Yassin Hall was denied the opportunity to see and speak to her grandmother in person in August 2010, April 2011 and again in October 2011.

170. Not only did Elsa Hall and Phyllis Hall-Brin not attend the funeral of their brother, Victor Hall, in April 2011, or assist in the cost of his burial, they kept Ethlyn Hall from the funeral services for her son, which was held in St. John on April 4, 2011.

171. Nor did Elsa Hall or Phyllis Hall-Brin attend the funeral of Ethlyn Hall on May 26, 2012, which was also held on St. John, or assist in paying for the cost of her burial or the construction of her vault.

172. Phyllis Hall Brin lives in St. John just up the hill from the Lutheran Church where the funeral services for Ethlyn Hall were held.

173. In May 2011, after they moved Ethlyn Hall to Florida, Elsa Hall took advantage of Ethlyn Hall's failing memory, dementia and paranoia and used her undue influence over her and caused her to authorize this lawsuit against Samuel Hall.

174. Elsa Hall found Andrew Simpson, the lawyer who filed this suit, and arranged for him to meet with Ethlyn Hall.

175. From April 2011 until May 5, 2012, Ethlyn Hall lived in Miami, hidden from Yassin Hall and Elsa Hall until the day she died.

176. Due to her mental and physical infirmity, she could not walk or otherwise leave her apartment or contact Samuel Hall or Yassin Hall.

177. Before she died, Elsa Hall also caused Ethlyn Hall to execute a Last Will and Testament on June 3, 2011, giving all of her rest to the Trust, and appointing Elsa Hall and appointing her Personal Representative under the Will.

178. Elsa Hall lived with Ethlyn Hall at the time the Will was signed by Ethlyn Hall, in the same Miami dwelling as Ethlyn Hall, relied on the income from Ethlyn Hall for her own existence, and utilized the resources of Ethlyn Hall as she saw fit.

179. At the time the Will was executed by Ethlyn Hall, Elsa Hall enjoyed a confidential relationship with Ethlyn Hall.

180. Plaintiff Hall first learned of the Will on or about January 21, 2013, when he received the motion for leave to amend the complaint and the proposed First Amended Complaint filed in this action (Doc. Nos. 32 and 33).

181. Ethlyn Hall lacked the mental capacity to change her domicile from the Virgin Islands to Florida, or to sign the Trust or the Will.

182. Plaintiff Hall also learned for the first time from paragraph 12 the proposed amended complaint that Elsa Hall filed a probate action in Miami to probate the will in Florida.

183. Elsa Hall never gave to Plaintiff Hall or to Yassin Hall, as the heirs at law and next of kin of Ethlyn Hall, notice of her efforts to probate the Will.

184. Had Plaintiff Hall not challenged the survivability and assignability of tort claims of Ethlyn Hall to the Trust, the proposed First Amended Complaint would not have been filed and he would never have been informed by Elsa Hall of the existence of the Will or the effort by Elsa Hall to probate the Will in Florida.

185. Elsa Hall also asked others to conceal from Samuel Hall the existence of the Trust and the Will, and the whereabouts of Ethlyn Hall.

186. Yassin Hall resides in Florida, where her grandmother Ethlyn Hall was taken, but Elsa Hall, Phyllis Hall-Brin and Tanya Muldrow failed to notify her of her grandmother's whereabouts in Miami and prevented Yassin Hall from having any contact with her grandmother even though both were located in Florida.

187. After a guardianship action was filed in the Family Court in St.Thomas in April 2011 by Yassin Hall and Samuel Hall, seeking the appointment of a guardian for Ethlyn Hall, Elsa Hall and Phyllis Hall Brin opposed the appointment of a guardian.

188. On October 5, 2011, Yassin Hall appeared in the Family Court and learned from the Family Court judge exactly where her grandmother was being kept in Miami by Elsa Hall.

189. On October 5, 2011, after appearing in Family Court in St. Thomas and after discovering in Family Court where her grandmother was being kept in Miami by Elsa Hall, Yassin Hall travelled to Miami on October 5, 2011 and attempted to see her grandmother but Elsa Hall prevented her from doing so by refusing to open the apartment door of the apartment of Ethlyn Hall.

190. On October 5, 2011, in the presence of witnesses, Elsa Hall refused to open the door to Ethlyn Hall's apartment to let Yassin Hall see or speak to her invalid grandmother.

191. On October 5, 2011, Elsa Hall also called the police to arrest Yassin Hall rather than let her see her grandmother, but they declined to arrest her.

192. Since April 2011, and until she passed away on May 5, 2012, Plaintiff Samuel Hall and Yassin Hall were denied the ability to call Ethlyn Hall, visit her, wish her Happy Birthday or Happy Mother's Day or to determine whether she was properly being cared for. However, Elsa Hall, Phyllis Hall-Brin and Tanya Muldrow knew exactly where she was being kept and how to reach her.

193. Elsa Hall also failed to timely notify Samuel Hall and Yassin Hall of the death of Ethlyn Hall, leaving it to them to be notified by a friend who discovered it on Facebook.

194. Elsa Hall also attempted to deny Samuel Hall and Yassin Hall any involvement in the burial arrangements for Ethlyn Hall even though Elsa Hall and Phyllis Hall[-]Brin had no intention of attending and did not attend her funeral.

195. After Samuel Hall learned of the death of Ethlyn Hall, and offered Tanya Muldrow financial assistance with the burial costs, Tanya Muldrow threatened to cremate the remains of Ethlyn Hall unless Samuel Hall also paid for a burial vault for Ethlyn Hall, after he had already paid the funeral home for its services.

196. That threat was made for solely for the purpose of intentionally causing him emotional distress, and to permit Elsa Hall, Phyllis Hall-Brin and Tanya Muldrow to avoid paying any of the burial costs of Ethlyn Hall.

197. Elsa Hall individually plotted and planned and conspired to exercise dominion, control and ownership of Ethlyn Hall and her assets and her remains after using her undue influence on her while she was alive, and after isolating her while she was physically and mentally deteriorating, and incapable of taking care of herself and her affairs.

198. Elsa Hall was not motivated by love for Ethlyn Hall but by greed.

199. Elsa Hall and Phyllis Hall-Brin did not provide for the care of Ethlyn Hall prior to grabbing her and taking her out of her home in August 2010 just as they did not provide, attend to, care for, or honor their father during the last years of his life until he died in 2004,or provide for Ethlyn Hall after they took her out of her home in August 2010, except out of her own funds and income.

200. Elsa Hall and Phyllis Hall-Brin took advantage of Ethlyn Hall for their own economic benefit.

201. Purporting to act in the name of Ethlyn Hall, they attempted to obtain the construction funds under the Ground Lease which were allocated by Ethlyn Hall to the improvements to be made to Parcel 17-5 belonging to

Samuel Hall and Parcel 17-6 belonging to Yassin Hall.

202. Notwithstanding their attempts, the dwellings on Parcel 17-5 and 17-6 were successfully completed in 2010 and 2011.

203. At all material times, Elsa Hall and others combined, conspired and acted in concert to remove Ethlyn Hall from her home, isolate her from others, take advantage of her mental and physical deterioration, destroy her relationship with Samuel Hall and Yassin Hall and the children of Yassin Hall and deprive her of her property, to the detriment of Samuel Hall, Yassin Hall and the children of Yassin Hall, grandchildren of Ethlyn Hall, namely, Marik Young, Yamisha Young, Aubrey Warner, Jr., and Roumell Augustine.

COUNT I

BREACH OF FIDUCIARY DUTY

204. After taking advantage of Ethlyn Hall for years, on or after August 2010, Elsa Hall and others used their confidential relationship with Ethlyn Hall to exercise undue influence over her and take advantage of her, especially after she mentally and physically declined and then isolated her from the rest of her family and friends at a time when she could not walk, cook for herself, grocery shop, remember telephone numbers, or take care of herself or manage her own funds, and thus

became increasingly dependent on the assistance of others.

205. Because of the physical and mental infirmities of Ethlyn Hall, Elsa Hall and others have been able to take unfair advantage of Ethlyn Hall and to exercise undue influence over her and cause her to sign letters, a deed, Trust, and Will. Elsa Hall individually breached the duty of care she owed to her mother.

206. From and after August of 2010, Elsa Hall used and exerted undue influence on her mother while she was in her control, and Elsa Hall was in charge of Ethlyn Hall and the management and distribution of her income and property.

207. Since August 2010, she exercised complete dominion and control over the person of Ethlyn Hall as well as her income and property, and continues to control her property through the Trust.

208. Elsa Hall and others have failed to account for their stewardship of the welfare, income and property, or for their egregious behavior.

209. As Ethlyn Hall's agent and custodian, Elsa Hall owed her heirs a duty of loyalty and had a fiduciary duty to act in her best interest.

210. Elsa Hall and others breached their fiduciary duty to Ethlyn Hall by:

a. Seeking to take advantage of her dementia and paranoia;

b. presenting documents to her and telling her to sign them knowing that due to her mental infirmity she did not understand them or their legal consequence;

c. Keeping and spending her income for their own benefit;

d. failing to maintain adequate records of all transactions entered into on her behalf;

e. moving her out of her home;

f. causing her to transfer her assets into a Trust for their benefit three months after they moved her out of her home;

g. denying her the opportunity to go to her own son's funeral;

h. moving her to Florida away from the rest of her family and friends;

i. concealing her whereabouts from Samuel Hall, Yassin Hall and other members of her family and her friends;

j. attempting to place and rent out her storage shed on the beach without amenities or CZM approval in violation of law and risk fines and sanctions;

k. depriving her of the love and affection of her son, granddaughter and great-grandchildren;

l. wasting her savings and burial fund;

m. causing Ethlyn Hall to execute a Trust and a Will while she lacked the mental capacity to

do as a result of undue influence from Elsa Hall.

211. As a direct and proximate result of her wrongful actions in breach of her fiduciary duty owed to Ethlyn Hall, her mother, and to the rest of her family, Elsa Hall has caused damages and injuries to her mother's estate, and to Samuel Hall, Yassin Hall and other family members.

COUNT II

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

212. All allegations above are incorporated herein by reference as if set forth at length.

213. Elsa Hall and Phyllis Hall-Brin have acted willfully, wrongfully and maliciously to secret away, confine, and remove from the Virgin Islands, the person of Ethlyn Hall for the purpose of alienating her from Samuel Hall, denying him and Yassin Hall access to their mother and grandmother and otherwise to hold her under their dominion and control all to the detriment of Samuel Hall, Yassin Hall and others.

214. The removal of Ethlyn Hall, from the Virgin Islands, where she was born and has lived most of her life, including all of the past 52 years, was accomplished as a direct combination, plan and scheme of [ ] Elsa Hall and others.

215. Prior to the removal of Ethlyn Hall from the Virgin Islands, the last time she had flown on an airplane was to attend the graduation from law school of Plaintiff Samuel Hall in 1975.

216. Elsa Hall and Phyllis Hall-Brin, by removing Ethlyn Hall from St. John, Virgin Islands and attempting to establish a new domicile in Florida subjected her person and her estate to potentially substantial tax liabilities for which she and her estate would not otherwise be liable, all to the damage of Ethlyn Hall, her estate, and her heirs.

217. As a person born in the Virgin Islands and resident in the Virgin Islands, Ethlyn Hall's estate would not be subject to federal estate taxes, but that is not true if she is removed from the Virgin Islands and domiciled in Florida.

218. The removal of Ethlyn Hall from the Virgin Islands was accomplished with the motive to control her, isolate her, exert undue influence over her and to otherwise interfere with the relationship she had with Samuel Hall and Yassin Hall.

219. All of the actions of Elsa Hall were calculated to isolate and control Ethlyn Hall, her person and estate, all to the pecuniary advantage of Elsa Hall, and others, in favor of those individuals Elsa Hall wished to benefit, to the detriment of Samuel Hall, Yassin Hall and others.

220. In furtherance of their plan, scheme and design, they combined to overreach and overcome the will of Ethlyn Hall by moving her out of her home in August 2010 and then causing her to form a Trust of her assets three months later, in November 2010, without the knowledge and consent of Samuel Hall and Yassin Hall that will ultimately and fraudulently benefit them to the detriment of Samuel Hall, Yassin Hall and their heirs.

221. In furtherance of their plan, scheme and design, Elsa Hall and others have controlled all rental and other income that would otherwise be payable to Ethlyn Hall, and appropriated these amounts to their own use and benefit while using her lack of resources as part of the false justification for having moved her to Florida.

222. In furtherance of their plan, scheme and design, they deliberately sought to cause Samuel Hall and Yassin Hall to worry about the health and well-being of Ethlyn Hall until she passed away.

223. Their willful, wrongful, intentional and calculated acts have been purposefully designed to drive a wedge between mother and son, and granddaughter and grandmother, and to wrongfully deny them the attention, time, association, contact, love and affection of Ethlyn Hall solely to advance their greed, avarice and pecuniary interest.

224. Their willful, wrongful, intentional and calculated acts have been purposefully designed

to alienate Ethlyn Hall from her son and granddaughter, Yassin Hall, and the children of Yassin Hall and to wrongfully deny Yassin Hall and her children the attention, time, association, contact, love and affection of her grandmother, all to their detriment and solely to advance their own greed, avarice and pecuniary interest.

225. The conduct of Elsa Hall and others was intended to and did cause Samuel Hall and Yassin Hall and others emotional distress.

226. As a direct and proximate result of their wrongful conduct, Samuel Hall suffered emotional distress, pain of the mind and body, mental anguish, loss of sleep, and other physical symptoms, all to their detriment.

COUNT III

FRAUD

227. All allegations above are incorporated herein by reference as if set forth at length.

228. By sending out letters and emails to Samuel Hall through the use of U.S. mail, by fax and by email, purporting to be from Ethlyn Hall, who they are not, Elsa Hall committed fraud against the Plaintiff.

229. Elsa Hall sent letters, email and faxes fraudulently to Samuel Hall in order to (a) obtain money from him under false pretenses, and (b) prevent him from fulfilling his commitment to his mother to see to the completion

of the cottage of Yassin Hall, and (d) discourage him from looking out for his mother's best interests, and (e) to deprive him of his inheritance from his mother.

230. Elsa Hall also through the execution of the Will and Trust sought to benefit herself to the detriment of Plaintiff and Ethlyn Hall's other heirs. Elsa Hall's fraudulent conduct caused Ethlyn Hall in reliance thereon to move to Miami to her detriment and to the detriment of Samuel Hall, Yassin Hall and others, and to execute leases, will and trust documents [] contrary to her own interests and those of Plaintiff and others.

231. Elsa Hall continues to this date to fraudulently pursue a related case against Plaintiff when she knows of her own personal knowledge that there is no valid cause of action against Plaintiff.

232. Elsa Hall's conduct has been outrageous.

233. Samuel Hall is entitled to punitive damages as a result of her outrageous conduct.

COUNT IV

CIVIL CONSPIRACY/TORTIOUS INTERFERENCE

234. All allegations above are incorporated herein by reference as if set forth at length.

235. Elsa Hall, Phyllis Hall-Brin and others have combined, agreed, conspired, planned and

acted in such a way as to wrongfully, intentionally, and tortiously interfer with the relationship that Samuel Hall had with his mother, by denying him access to Ethlyn Hall and removing her from the Virgin Islands and causing her to sign leases, will, powers of attorney, contracts for the sale of real property and other documents, knowing that her physical and mental condition has been impaired due to her advanced age and the undue influence of Elsa Hall.

236. Elsa Hall and others combined, agreed, conspired, planned and acted in such a way as to wrongfully, intentionally, and tortiously interfered with the relationship that Yassin Hall had with her grandmother, by denying her access to Ethlyn Hall and removing her from the Virgin Islands, knowing that her physical and mental condition was impaired due to her advanced age and the undue influence of the Plaintiffs.

237. Elsa Hall is liable to Samuel Hall and Yassin Hall for tortious interference with their relationship with Ethlyn Hall and the inheritance they would have received from Ethlyn Hall but for the wrongful conduct of Elsa Hall.

238. As a direct and proximate result of the wrongful conduct of Elsa Hall and others, they have caused or attempted to cause Samuel Hall and Yassin Hall and the children of Yassin Hall the loss of their inheritance from

Ethlyn Hall, as well [as] mental anguish, pain, and other damages.

COUNT V

CONVERSION

239. All allegations above are incorporated herein by reference as if set forth at length.

240. Elsa Hall converted the property of Ethlyn Hall and the inheritance of Samuel Hall and Yassin Hall to her own use.

241. As a direct and proximate result of said conversion, Elsa Hall is liable to Plaintiff and to the Estate of Ethlyn Hall.

COUNT VI

MANDATORY INJUNCTION

242. All allegations above are incorporated herein by reference as if set forth at length.

243. Ethlyn Hall, up to the date of her death, was within the possession, dominion and control of Elsa Hall such that due to her advanced age, Samuel Hall and others have been forever denied the affections of Ethlyn Hall by virtue of her actions.

244. After the passing of Ethlyn Hall, and even before she was laid to rest on May 26, 2012, Plaintiff Elsa Hall sought in Family Court to remove the notice of lis pendens placed on the property of Ethlyn Hall by Plaintiff

Samuel Hall in order to protect against its transfer by Elsa Hall.

245. Elsa Hall attempted its removal without ever consenting to or submitting to the jurisdiction of the Family Court.

246. On May 15, 2012, Elsa Hall sought to get the Family Court to cancel the notice of lis pendens so that the property of Ethlyn Hall could be transferred or conveyed to another.

247. To prevent future misconduct by the Defendant, the Court should invalidate or stay the implementation of the Trust and all other such documents purporting to benefit Elsa Hall and others and disfavor Samuel Hall and others as a result of the undue influence of Elsa Hall.

248. Unless this Court invalidates or stays the implementation of the Trust and other documents benefitting Elsa Hall and enjoins Elsa Hall individually, or through any affiliated individuals or entities from disposing or transferring the property of Ethlyn Hall, she will exploit the property for her own benefit.

249. Samuel Hall has no adequate remedy at law to assure that Elsa Hall and others will turn over to its rightful heirs the property of Ethlyn Hall they wrongfully obtained.

250. Samuel Hall and other heirs of Ethlyn Hall will suffer and have suffered irreparable injury if Elsa Hall succeeds in selling the property of Ethlyn Hall.

251. Money damages are inadequate to compensate Samuel Hall and Yassin Hall for the loss of their inheritance in real property that has been in their family for generations unless the Court enjoins the wrongful conduct of Elsa Hall and others.

252. Plaintiff Samuel Hall is entitled to mandatory injunctive relief requiring Elsa Hall, individually to return to the estate of Ethlyn Hall her property wrongfully taken from her.

COUNT VII

ACCOUNTING

253. All allegations above are incorporated herein by reference as if set forth at length.

254. Elsa Hall and the Trust have received funds and property as described above, in an unknown amount, which was the property of Ethlyn Hall.

255. Elsa Hall has placed some of those funds in her own personal bank accounts and obtained long-term leases in her own name and in the name of a corporation she owns, Botanical Villas, Inc. to the property of Ethlyn Hall.

256. Plaintiff Samuel Hall requires this Court's intervention to order her to provide an accounting of all transactions by Elsa Hall concerning Ethlyn Hall's property and income that has been in her care, custody and control.

COUNT VIII

CONSTRUCTIVE TRUST

257. All allegations above are incorporated herein by reference as if set forth at length.

258. By reason of the wrongful manner in which Elsa Hall obtained and converted money and property belonging to Ethlyn Hall for her personal benefit she and the Trust should be required to disgorge themselves of that income and property and be directed to place said property and all profits and improvements therefrom in constructive trust for the heirs at law and next of kin of Ethlyn Hall.

259. In the meantime, Samuel Hall, Yassin Hall and her children are entitled to the imposition of an equitable lien on the property of Ethlyn Hall.

COUNT IX

TORTIOUS INTERFERENCE

260. All allegations above are incorporated herein by reference as if set forth at length.

261. By fraud and undue influence, Elsa Hall induced the mother and grandmother, respectively, of Samuel Hall and Yassin Hall, while she was 94 years old, in ill health, of unsound mind and isolated from them, to transfer to the Trust her valuable property, in an attempt to cause her to disinherit Samuel Hall and Yassin Hall.

262. Elsa Hall tortiously interfered in the relationship between Plaintiff Samuel Hall and Yassin Hall, on the one hand, with Ethlyn Hall on the other and caused a wrongful interference with and deprivation of their intended legacy.

263. That tortious interference was discovered in January 2013 when Plaintiff was provided with a copy of the Will and the Trust.

264. But for Elsa Hall's fraud and undue influence upon Ethlyn Hall, Plaintiff Samuel Hall and Yassin Hall as heirs at law of Ethlyn Hall would receive an inheritance from Ethlyn Hall, which, by virtue of Elsa Hall's tortious conduct, she has sought to prevent.

265. As a direct and proximate result of Elsa Hall's wrongful conduct, Samuel Hall has sustained damages.

WHEREFORE Plaintiff prays for judgment against Defendant for compensatory and punitive damages as may be proven at trial, and for injunctive relief as follows:

a. Requiring Defendant to return to the estate of Ethlyn Hall her property she wrongfully took from her mother and which would thereby constitute the inheritance of Plaintiff Hall and Yassin Hall

b. Enjoining Defendant from wasting the assets of Ethlyn Hall and requiring Defendant to account for her mother's assets in her possession or converted by her;

c. Removing Elsa Hall as trustee of the Trust;

c. Requiring Defendant to account for the income and property of Ethlyn Hall;

d. Imposing a constructive trust;

e. Invalidating or staying implementation of the Trust and disgorging from Elsa Hall and the Trust and others, the money and property belonging to Ethlyn Hall and placing said property and all profits therefrom in constructive trust for the heirs at law and next of kin of Ethlyn Hall;

f. Such and further relief as to the Court may seem just, equitable and proper.

Respectfully submitted,

DATED: December 16, 2013

s/ Samuel H. Hall, Jr.
Samuel H. Hall, Jr.
V.I. Bar No. 289
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VI Bar No. 618
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Counsel for Plaintiff

[Certificate Of Service Omitted]

IN THE DISTRICT COURT
OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS AND ST. JOHN

ETHLYN LOUISE HALL, Individually, and ETHLYN LOUISE HALL, as Trustee of the Ethlyn Louise Hall Family Trust,	) CIVIL ACTION) 3:11-CV-54
Plaintiffs,	
v.	
SAMUEL H. HALL, JR. and HALL & GRIFFITH, P.C.,	
Defendants.	

REPORTER'S TRANSCRIPT

FURTHER PROCEEDINGS

(Under separate cover from 1/12/15 trial transcript)

January 12, 2015

BEFORE: THE HONORABLE
CURTIS V. GOMEZ
District Judge

APPEARANCES: ANDREW C. SIMPSON, ESQ.
EMILY A. SHOUP, ESQ.
Law Office of Andrew C. Simpson
2191 Church Street, Suite 5
Christiansted, VI 00820

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* * *

[8] BY THE COURT:

Now, let me hear you on the claims, the counterclaims that are asserted.

Because I have some doubts, as I think I indicated, and I asked the parties to brief on that, that issue. That is, in the malpractice action there were counterclaims that were asserted. I believe I asked the parties to brief that.

There was a concern by the Court as to whether they are viable claims. I think in the response by Elsa Hall there was a motion for relief pursuant to 12(c). The Court indicated its concerns in, according to 12(b).

And part of the reason for the Court's concern is because the claims are – the counterclaims, that is, in the malpractice action are asserted against – yeah, the counterclaims are asserted against a representative whose representative capacity wasn't initiated until the death of the – well, the decedent here, Ms. Ethlyn Hall, which didn't occur until May of 2012 or thereabouts. Yet there are numerous allegations, all of which seem dependent on conduct that occurred prior to the existence of the representative capacity of Elsa Hall.

[9] In any event, there is a 12(c) petition before the Court. The Court had 12(b) concerns with it. I'm inclined to dismiss all of the counterclaims, but I want to give you a chance to be heard –

MR. SIMPSON: Your Honor, just one housekeeping matter? May I turn my computer on?

THE COURT: As long as the communication portion of it is not on.

MR. SIMPSON: Understood, yes.

THE COURT: And that applies to everyone. Yes, Attorney King?

MR. KING: Yes, I will try.

Your Honor, as I understand the portion of the representative capacity, and Your Honor has cited to specific dates, the representative capacity, as I understand it, not only deals with her as the representative of the estate who is the plaintiff, but also being a representative who is acting under powers of attorney that existed from, I believe, November 2010 and were continued on until the trust, which was established in February, sometime in February or March 2011, and continued on to the new trust, which was created in, in Florida.

The representative capacity – she acted in a representative capacity on behalf of not just the trust, [10] but on behalf of, supposedly, Elsa Hall – excuse me – Ethlyn Hall. And to that extent, that is why the representative capacity should still survive.

THE COURT: Right.

Attorney King, you can only assert a counterclaim against a party that has initiated a claim against you as a starting point, correct?

MR. KING: As a starting point, yes.

THE COURT: All right. Now as a starting point, the claimant here is Elsa Hall as personal representative and as trustee. She didn't become personal representative until the death of Ethlyn Hall, correct?

MR. KING: That is correct.

THE COURT: She didn't become trustee until the successor provision of the trust kicked in, which was on the death of Ethlyn Hall, correct?

MR. KING: Well the successor – yes, it did. Yes, that's correct.

THE COURT: All right. So that means she, Elsa Hall, didn't exist as a representative, either of the estate or of the trust, as a trustee, until the death of Ethlyn Hall.

MR. KING: That is absolutely correct.

THE COURT: All right. That is the only person [11] that is suing Samuel Hall and Hall and Griffith in the malpractice action?

MR. KING: That is true.

THE COURT: What you just said is your claim is against someone who didn't exist.

MR. KING: I understand what you're – where you're going, Your Honor. And I admit that that was wrong. I am wrong. You are absolutely correct.

THE COURT: So I'm inclined to – I'm going to dismiss all of the counterclaims and have a written opinion on that.

So what we have, then, is – I know the Court had raised some concerns about a third-party complaint. The Court doesn't find that there's a sufficient equal basis to regard what, in some papers was referred as to a third-party complaint.

So the Court doesn't find that there's been any leave, any proper assertion of a third-party complaint. So there is no third-party complaint.

So that leaves us in the malpractice action with the claims asserted by the representative.

* * *

DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS AND ST. JOHN

ELSA HALL as PERSONAL REPRESENTATIVE of the ESTATE OF ETHLYN LOUIS HALL, and ELSA Hall as TRUSTEE of the ETHLYN LOUISE HALL FAMILY TRUST,	**Civil No. 2011-54**
Plaintiff,	
v.	
SAMUEL H. HALL, Jr. and HALL & GRIFFITH, P.C.,	
Defendants.	
SAMUEL H. HALL, Jr.,	**Civil No. 2013-95**
Plaintiff,	
v.	
ELSA HALL,	
Defendant.	

ATTORNEYS:

Andrew C. Simpson, Esq.
Emily A. Shoup, Esq.
Law Offices of Andrew Simpson
St. Croix, U.S.V.I.
For Elsa Emily Hall in her representative capacity and as trustee.

Carl A. Beckstedt, III, Esq.
Beckstedt and Associate
St. Thomas, U.S.V.I.
For Elsa Emily Hall in her personal capacity.

Robert L. King, Esq.
Law Offices of Robert L. King
St. Thomas, U.S.V.I.
For Samuel Hall and Hall and Griffith, PC.

Marie E. Thomas-Griffith, Esq.
Hall & Griffith, P.C., PC.
St. Thomas, U.S.V.I.
For Samuel Hall and Hall and Griffith, PC.

VERDICT FORM

(Filed Jan 15, 2015)

PART ONE: CLAIMS ASSERTED BY ELSA HALL, IN HER REPRESENTATIVE CAPACITY

BREACH OF FIDUCIARY DUTY ARISING OUT OF AN ATTORNEY-CLIENT RELATIONSHIP WITH RESPECT TO HALL & GRIFFITH, P.C.

Question 1.

Do you find, by a preponderance of the evidence, that Hall & Griffith, P.C. breached a fiduciary duty arising out of an attorney-client relationship with Ethlyn Hall?

Yes	No
	✓

If your answer to Question 1 is "no," then please proceed to Question 3. If your answer to Question 1 is "yes," then please proceed to Question 2.

Question 2.

Do you find, by a preponderance of the evidence, that Hall & Griffith, P.C.'s breach of fiduciary duty was a proximate cause of some injury to Ethlyn Hall?

Yes	No
_____	_____

BREACH OF FIDUCIARY DUTY ARISING OUT OF AN ATTORNEY-CLIENT RELATIONSHIP WITH RESPECT TO SAMUEL HALL

Question 3.

Do you find, by a preponderance of the evidence, that Samuel Hall breached a fiduciary duty arising out of an attorney-client relationship with Ethlyn Hall?

Yes	No
_____	✓

If your answer to Question 3 is "no," then please proceed to Question 5. If your answer to Question 3 is "yes," then please proceed to Question 4.

Question 4.

Do you find, by a preponderance of the evidence, that Samuel Hall's breach of fiduciary duty was a proximate cause of some injury to Ethlyn Hall?

Yes	No
_____	_____

BREACH OF FIDUCIARY DUTY ARISING OUT OF A POWER OF ATTORNEY WITH RESPECT TO SAMUEL HALL

Question 5.

Do you find, by a preponderance of the evidence, that Samuel Hall breached a fiduciary duty arising out of a power of attorney granted by Ethlyn Hall?

Yes	No
_____	✓

If your answer to Question 5 is "no," then please proceed to Question 7. If your answer to Question 5 is "yes," then please proceed to Question 6.

Question 6.

Do you find, by a preponderance of the evidence, that Samuel Hall's breach of fiduciary duty was a proximate cause of some injury to Ethlyn Hall?

Yes	No
_____	_____

FRAUD COMMITTED BY SAMUEL HALL

Question 7.

Do you find, by a preponderance of the evidence, that Samuel Hall defrauded Ethlyn Hall?

Yes	No
	✓

If your answer to Question 7 is "no", then please proceed to Question 9. If your answer to Question 7 is "yes," then please proceed to Question 8.

Question 8.

Do you find, by a preponderance of the evidence, that Samuel Hall's fraud was a proximate cause of some injury to Ethlyn Hall?

Yes	No

UNJUST ENRICHMENT BY SAMUEL HALL

Question 9.

Do you find, by a preponderance of the evidence, that Samuel Hall was unjustly enriched at Ethly Hall's expense?

Yes	No
	✓

PART TWO: CLAIM ASSERTED BY SAMUEL HALL

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS BY ELSA HALL

Question 10.

Do you find, by a preponderance of the evidence, that Elsa Hall, in her individual capacity, intentionally inflicted emotional distress on Samuel Hall?

✓	
Yes	No

If your answer to Question 10 is "no," then skip question 11. If your answer to Question 10 is "yes," then please proceed to question 11.

Question 11.

Do you find, by a preponderance of the evidence, that Elsa Hall intentionally inflicted emotional distress on Samuel Hall was a proximate cause of some injury to Samuel Hall?

✓	
Yes	No

PART THREE: DAMAGES WITH RESPECT TO CLAIMS ASSERTED BY ELSA HALL, IN HER REPRESENTATIVE CAPACITY

BREACH OF FIDUCIARY DUTY WITH RESPECT TO HALL & GRIFFITH, P.C.

Only answer Question 12 if you answered yes to Question 2.

Question 12.

What amount of compensatory damages, if any, do you find, by a preponderance of the evidence, that Elsa Hall, as Personal Representative of the Estate of Ethlyn Louise Hall and as Successor Trustee of the Ethlyn Louise Hall Family Trust, is entitled to from Hall & Griffith, P.C.?

_____

BREACH OF FIDUCIARY DUTY WITH RESPECT TO SAMUEL HALL

Only answer Question 13 and Question 14 if you answered "yes" to Question 4 or Question 6.

Question 13.

What amount of compensatory damages, if any, do you find, by a preponderance of the evidence, that Elsa Hall, as Personal Representative of the Estate of Ethlyn Louise Hall and as Successor Trustee of the Ethlyn Louise

Hall Family Trust, is entitled to from Samuel Hall?

_____

Question 14.

What amount of punitive damages, if any, do you find, by clear and convincing evidence, that Elsa Hall, as Personal Representative of the Estate of Ethlyn Louise Hall and as Successor Trustee of the Ethlyn Louise Hall Family Trust, is entitled to from Samuel Hall?

_____

FRAUD

Only answer Question 15 and Question 16 if you answered "yes" to Question 8.

Question 15.

What amount of compensatory damages, if any, do you find, by a preponderance of the evidence, that Elsa Hall, as Personal Representative of the Estate of Ethlyn Louise Hall and as Successor Trustee of the Ethlyn Louise Hall Family Trust, is entitled to from Samuel Hall?

_____

Question 16.

What amount of punitive damages, if any, do you find, by clear and convincing evidence, that Elsa Hall, as Personal Representative of the Estate of Ethlyn Louise Hall and as Successor Trustee of the Ethlyn Louise Hall Family Trust, is entitled to from Samuel Hall?

_____

UNJUST ENRICHMENT WITH RESPECT TO SAMUEL HALL

Only answer Question 17 if you answered "yes" to Question 9.

Question 17.

What amount of restitution, if any, do you find, by a preponderance of the evidence, that Elsa Hall, as Personal Representative of the Estate of Ethlyn Louise Hall and as Successor Trustee of the Ethlyn Louise Hall Family Trust, is entitled to from Samuel Hall?

_____

PART FOUR: DAMAGES WITH RESPECT TO CLAIMS ASSERTED BY SAMUEL HALL

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS WITH RESPECT TO ELSA HALL

Only answer Question 18 and Question 19 if you answered "yes" to Question 11.

Question 18.

What amount of compensatory damages, if any, do you find, by a preponderance of the evidence, that Samuel Hall is entitled to from Elsa Hall, in her individual capacity?

$500,000.00

Question 19.

What amount of punitive damages, if any, do you find, by clear and convincing evidence, that Samuel Hall is entitled to from Elsa Hall, in her individual capacity?

$1,500,000.00

[Signatures And Names Of Jurors Omitted]

DATED this 15th day of January, 2015.
